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No. 20]

NEW DELHI, SATURDAY, MAY 17, 1986/VAISAKHA 27, 1908

इस भाग में अलग पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सार्वजनिक आदेश और अधिसूचनाएं
statutory orders and Notifications issued by the Ministries of the Government of India (other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

आदेश

नई दिल्ली, 1 मई, 1986

का. प्र. 1951:—केन्द्रीय सरकार, दिल्ली विशेष पुलिस
स्थापन अधिनियम, 1946 (1941 का 25) की धारा
6 के साथ पठित, धारा 5 की उपधारा (1) द्वारा प्रदत्त
शक्तियों का प्रयोग करते हुए, राजस्थान उच्च न्यायालय,
जयपुर के जयपुर स्थित न्यायपीठ में एस.बी. सिविल
रिट अर्जी सं. 799/85 मनोहर लाल बनाम विजयपाल
और अन्य (श्रीमती मधुबाला की संविध मृत्यु) की बाबत
भारतीय दंड संहिता, 1960 (1960 का 45) की धारा
302 और 201 के अधीन दण्डनीय अपराधों और उन्हीं
अपराधों और उन्हीं तथ्यों से उत्पन्न होने वाले वैसे ही संबंध-
हार के अनुक्रम में किए गए किसी अन्य अपराध, के संबंध
में या उनमें समन्वित प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों के
अन्वेषण के लिए, राजस्थान सरकार की सहमति में, दिल्ली

विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधि-
कारिता का विस्तार सम्पूर्ण राजस्थान राज्य पर करती है।

[संख्या 228/37/85-ए.वी.डी.-II]

एम.एस. प्रसाद, अवसर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
& PENSIONS

(Department of Personnel & Training)
ORDER

New Delhi, the 1st May, 1986

S.O. 1951.—In exercise of the powers conferred by sub-
section (1) of section 5 read with section 6 of the Delhi
Special Police Establishment Act, 1946 (25 of 1946), the
Central Government, with the consent of the Government
of Rajasthan, hereby extends the powers and jurisdiction of
the members of the Delhi Special Police Establishment to
the whole of the State of Rajasthan for the investigation of
offences punishable under Sections 302 and 201 of the
Indian Penal Code, 1860 (45 of 1860) and attempts, abet-
ments and conspiracies in relation to, or in the connection
with, the said offences and any other offence committed in the
course of the same transaction arising out of the same
facts in regard to S.B. Civil Writ Petition No. 799/85-

Manohar Lal Versus Vijay Lal and others in the High Court of Judicature for Rajasthan, Jaipur Bench at Jaipur (Suspected death of Smt. Madhu Bala).

[No. 228/37/85-AVD. II]
M. S. PRASAD, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 11 मार्च, 1986

आयकर

का. आ. 1952—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि आयकर अधिनियम, 1961 की धारा 35-घ की उपधारा (2) के खंड (क) में उल्लिखित साध्यता रिपोर्ट अथवा परियोजना रिपोर्ट तैयार करने या बाजार सर्वेक्षण अथवा कोई अन्य सर्वेक्षण करने या इंजीनियरी सेवाओं से संबंधित कार्य करने के प्रयोजनों के लिए केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली, द्वारा निम्नलिखित व्यापारिक प्रतिष्ठान को अनुमोदित कर दिया गया है :—

व्यापारिक प्रतिष्ठान

मैसर्स कोर कंसल्टेंट्स प्रा. लि., नारायण चैम्बर्स, आश्रम रोड, अहमदाबाद-38 0009

यह अनुमोदन 11-2-1986 से तीन वर्षों की अवधि के लिए प्रभावी है।

[सं. 6615 फा.स. 203/60/86-आ.क.नि.-II]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 11th March, 1986

INCOME-TAX

S.O. 1952.—It is hereby notified for general information that the Concern mentioned below has been approved by Central Board of Direct Taxes, New Delhi for the purposes of carrying out the work in connection with the preparation of the feasibility report or the project report or the conducting of market survey or of any other survey or the engineering services referred to in clause (a) of sub-section (2) of Section 35D of the Income-tax Act, 1961.

CONCERN

M/s. Core Consultants Pvt. Ltd.,
Narayan Chambers, Ashram Road,
Ahmedabad-380009.

This approval is effective for a period of three years with effect from 11-2-1986.

[No. 6615/F. No. 203/60/86-ITA. II]

नई दिल्ली, 20 मार्च, 1986

आयकर

का.आ. 1953—इस कार्यालय की दिनांक 13-1-1984 की अधिसूचना सं. 5579 (फा.स. 203/184/83-आ.क.नि.) के मिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी,

अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) (पेंतीस/एक/दो) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

(i) यह कि महाराष्ट्र राज्य द्राक्ष बगाईतदार संघ, पुणे, अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक् लेखा रखेगा।

(ii) यहां कि उक्त "संस्थान" अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकथित दिया जाए और उसे सूचित किया जाए।

(iii) यह कि उक्त संस्थान अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

(iv) यह कि उक्त संस्था केन्द्रीय प्रत्यक्ष कर बोर्ड वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

"महाराष्ट्र राज्य द्राक्ष बगाईतदार संघ, द्राक्ष भवन, ई/14, माकिट गार्ड, गुलटेकडी, पुणे-411037।"

यह अधिसूचना 1-4-1985 से 31-3-1987 तक की अवधि के लिए प्रभावी है।

[सं. 6626/फा.सं. 203/193/85-आ.क.नि. II]

New Delhi, the 20th March, 1986

INCOME-TAX

S.O. 1953.—In continuation of this Office Notification No. 5579 (F. No. 203/184/83-ITA, II) dated 13-1-1984, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirtyfive/one/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions :—

(i) That the Maharashtra Rajya Draksha Bagitdar Sangh, Pune will maintain a separate account of the sums received by it for scientific research.

(ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms

as may be laid down and intimated to them for this purpose by 30th April each year.

(iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

(iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Maharashtra Rajya Draksha Bagaitdar Sangh, Draksha Bhavan, E/4, Market Yard, Gultekadi, Pune-411037."

This Notification is effective for a period from 1-4-1985 to 31-3-1987.

[No. 6626/F. No. 203/193/85-ITA.II]

नई दिल्ली, 21 मार्च, 1986

आयकर

का. आ. 1954:—इस कार्यालय की दिनांक 28-2-1983 की अधिसूचना सं. 5110 (फा. सं. 203/158/82 आ. क. नि. II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (iii) (पैसी/एक/तीन) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

(i) यह कि इण्डियन काउंसिल फार रिसर्च आन इन्टरनेशनल इकनामिक रिलेशन, नई दिल्ली अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(ii) यह कि उक्त "संस्था" अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।

(iii) यह कि उक्त "संस्था" अपनी कुल आय तथा व्यय दर्शाते हुए तुलना-पत्र अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलना-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

(iv) यह कि उक्त "संस्था" केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

"इण्डियन काउंसिल फार रिसर्च आन इन्टरनेशनल इकनामिक रिलेशनस, 40, लोदी इस्टेट, नई दिल्ली-110003"

यह अधिसूचना 14-2-1986 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[सं. 6629/फा. सं. 203/237/85-आ. क. नि.-II]

New Delhi, the 21st March, 1986

INCOME-TAX

S.O. 1954.—In continuation of this Office Notification No. 5110 (F. No. 203/158/82-ITA.II) dated 28-2-1983, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirtyfive/One/Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

(i) That the Indian Council for Research on International Economic Relations, New Delhi will maintain a separate account of the sums received by it for scientific research.

(ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.

(iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

(iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Indian Council for Research on International Economic Relations, 40, Lodhi Estate, New Delhi-110003."

This Notification is effective for a period from 14-2-1986 to 31-3-1988.

[No. 6629/F. No. 203/237/85-ITA.II]

का. आ. 1955:—सर्वसाधारण की जानकारी के लिये एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (iii) (पैसी/एक/तीन) के प्रयोजनों के लिये "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

(i) यह कि इण्डियन इन्स्टीट्यूट आफ मैनेजमेंट, बंगलौर अपने वैज्ञानिक अनुसंधान के लिये उसके द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(ii) यह कि उक्त "संस्थान" अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिये अधिकथित किया जाये और उसे सूचित किया जाये।

(iii) यह कि उक्त "संस्थान" अपनी कुल आय तथा व्यय वशति हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियों, देनदारियों, दशति हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

(iv) यह कि उक्त "संस्थान" केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिये आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जायेगा।

संस्था

"इण्डियन इन्स्टीट्यूट ऑफ मैनेजमेंट, बैनरघाट्टा रोड, बंगलूर-560076"

यह अधिसूचना 9-10-1985 से 31-3-1987 तक की अवधि के लिये प्रभावी है।

[सं० 6627/फा० सं० 203/216/85-आ० क० नि०-II]

S.O. 1955.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five/One/Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions :—

- (i) That the Indian Institute of Management, Bangalore, will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Application received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Indian Institute of Management, Bannerghatta Road, Bangalore-360076."

This Notification is effective for a period from 9-10-1985 to 31-3-1987.

[No. 6627/F. No. 203/216/85-ITA. III]

फा० सं० 1956.—इस कार्यालय की दिनांक 2-3-1983 की अधिसूचना सं० 5117 (फा० सं० 203/154/82-आ० क० नि०-II) के निमित्तले में, सर्वसाधारण की जानकारी के लिये एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली

ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) (पैतीस/एक/दो) के प्रयोजनों के लिये "कालेज" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

(i) यह कि रामकृष्ण मिशन विवेकानन्द कालेज, मायलापुर, मद्रास अपने वैज्ञानिक अनुसंधान के लिये उसके द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(ii) यह कि उक्त "कालेज" अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिये अधिकथित किया जाये और उसे सूचित किया जाये।

(iii) यह कि उक्त "कालेज" अपनी कुल आय तथा व्यय वशति हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियों, देनदारियों वशति हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

(iv) यह कि उक्त "कालेज" केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली, को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिये आवेदन करेगा आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जायेगा।

संस्था

"रामकृष्ण मिशन विवेकानन्द कालेज, मायलापुर, मद्रास-600004"।

यह अधिसूचना 24-7-1985 से 31-3-1988 तक की अवधि प्रभावी है।

[सं० 6628/फा० सं० 203/29/85-आ० क० नि०-II]

S.O. 1956.—In continuation of this Office Notification No. 5117 (F. No. 203/154/82-ITA. II) dated 2-3-1983, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) or sub-section (1) of Section 35 (Thirtyfive/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "College" subject to the following conditions :—

- (i) That the Ramakrishna Mission Vivekananda College, Mylapore, Madras will maintained a separate account of the sums received by it for scientific research.
- (ii) That the said College will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said College will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said College will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Ramakrishna Mission Vivekananda College, Mylapore, Madras-600004."

This Notification is effective for a period from 24-7-1985 to 31-3-1988.

[No. 6628/F. No. 203/29/85-ITA.II]

नई दिल्ली, 24 मार्च, 1986

आयकर

कां.प्रा. 1957.—सर्वसाधारण की जानकारी के लिये एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था की आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (iii) (पैंतीस/एक/तीन) के प्रयोजनों के लिये "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् —

- (1) यह कि श्री अरविन्दो इन्टरनेशनल इन्स्टीट्यूट आफ एजुकेशनल रिसर्च कोट्टाकुप्पम अपने वैज्ञानिक अनुसंधान के लिये उसके द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (2) यह कि उक्त "संस्था" अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिये अधिकृत किया जाये और उसे सूचित किया जाये।
- (3) यह कि उक्त "संस्थान" अपनी कुल आय तथा व्यय वशाति हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परि-संपत्तियां, देनदारियां वशाति हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक प्रति संबंधित आयकर प्रायुक्त को भेजेगा।
- (4) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन महीने पूर्व और अवधि बढ़ाने के लिये आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जायेगा।

संस्था

"श्री अरविन्दो इन्टरनेशनल इन्स्टीट्यूट आफ एजुकेशनल रिसर्च एस्पिरेशन ओरोविले, कोट्टाकुप्पम-605 104 (तमिलनाडु)"

यह अधिसूचना 26-12-1985 से 31-3-1987 तक की अवधि के लिये प्रभावी है।

[सं. 6630/फा.सं. 203/246/84-प्रा.कं.निं-II]

गिरिश दवे, अवसर सचिव

New Delhi, the 24th March, 1986

INCOME-TAX

S.O. 1957.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirtyfive/One/Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions :—

- (i) That the Sri Aurobindo International Institute of Educational Research, Kottakuppam will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.

(iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

(iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Sri Aurobindo International Institute of Educational Research, Aspiration Auroville, Kottakuppam-605104, (Tamil Nadu)."

This Notification is effective for a period from 26-12-1985 to 31-3-1987.

[No. 6630/F. No. 203/246/84-ITA. II]

GIRISH DAVE, Under Secy.

नई दिल्ली, 4 अप्रैल, 1986

(आयकर)

कां.प्रा. 1958—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (80ड) के उपखंड (2ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा "श्री महाशा मर्दिनी मन्दिर", बेलथांगडी तालुक को सम्पूर्ण कर्नाटक राज्य में विख्यात ऐतिहासिक एवं सार्वजनिक पूजा स्थल के रूप में अधिसूचित करती है।

[सं. 6641/फा.सं. 176/38/85-प्रा.कं.निं-II]

New Delhi, the 4th April, 1986

(INCOME-TAX)

S.O. 1958.—In exercise of the powers conferred by sub-section (2)(b) of Section 80G of Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shree Mahisha Mardini Temple" Belthangady Taluk, as a place of historic and public worship renown throughout the State of Karnataka.

[No. 6641/F. No. 176/38/85-IT(AI)]

(आयकर)

कां.प्रा. 1959—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80ड की उपधारा (2)(ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, "सेंट मेरीज चर्च" मद्रास को सम्पूर्ण तमिलनाडु राज्य में विख्यात पुरातत्वीय एवं ऐतिहासिक महत्व के स्थान के रूप में अधिसूचित करती है।

[सं. 6642/फा.सं. 176/50/85-प्रा.कं.निं-I]

S.O. 1959.—In exercise of the powers conferred by sub-section (2)(b) of Section 80G of Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "St. Mary's Church" Madras as a place of archaeological and historical importance known throughout the State of Tamil Nadu.

[No. 6642/F. No. 176/50/85-IT(AI)]

नई दिल्ली, 8 अप्रैल, 1986

कां.प्रा. 1960—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "हजरत पीर मोहम्मद शाह दरगाह शरीफ ट्रस्ट" को, कर-निर्धारणवर्ष 1984-85 से 1987-88 के अन्तर्गत माने वाली अवधि के लिये अधिसूचित करती है।

[सं. 6649/फा.सं. 197/170/83-प्रा.कं.निं-I]

New Delhi, the 8th April, 1986

S.O. 1960.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Hazarat Pir Mohammed Shah Dargah Shariff Trust" for the purpose of the said section for the period covered by the assessment year 1984-85 to 1987-88.

[No. 6649/F. No. 197/170/83-IT(AI)]

कां.प्रा. 1961.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ "देव समाज चण्डीगढ़" को कर-निर्धारण-वर्ष 1984-85 से 1986-87 के अन्तर्गत आने वाली अवधि के लिये अधिसूचित करती है।

[सं. 6648/फा.सं. 197/108/83-प्रा.कं. (नि. I)]

S.O. 1961.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Dev Samaj, Chandigarh" for the purpose of the said section for the period covered by the assessment years 1984-85 to 1986-87.

[No. 6648/F. No. 197/106/83-IT(AI)]

नई दिल्ली, 9 अप्रैल, 1986

कां.प्रा. 1962.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "लाम्भा नव बलिया काका प्रापर्टी ट्रस्ट, लाम्भा" को कर निर्धारण वर्ष 1984-85 से 1986-87 के अन्तर्गत आने वाली अवधि के लिये अधिसूचित करती है।

[सं. 6652/फा.सं. 197/156/83-प्रा.कं. (नि. I)]

New Delhi, the 9th April, 1986

S.O. 1962.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Lambha Nava Balia Kaka Property Trust, Lambha" for the purpose of the said section for the period covered by the assessment years 1984-85 to 1986-87.

[No. 6652/F. No. 197/156/83-IT(AI)]

कां.प्रा. 1963.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त धारा के प्रयोजनार्थ, "श्री लक्ष्मी नरसिंह स्वामी देवस्थानम्" को कर-निर्धारण-वर्ष 1985-86 से 1987-88 के अन्तर्गत आने वाली अवधि के लिये अधिसूचित करती है।

[सं. 6658/फा.सं. 179-क/273/82-प्रा.कं. (नि. I)]

S.O. 1963.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Lakshminarasimha Swamy Devasthanam" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6658/F. No. 197A/273/82-IT(AI)]

कां.प्रा. 1964.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त धारा के प्रयोजनार्थ, "आर्च डायोसिस आफ त्रिवेंद्रम" को कर-निर्धारण-वर्ष 1983-84 से 1986-87 के अन्तर्गत आने वाली अवधि के लिये अधिसूचित करती है।

[सं. 6662/फा.सं. 197/173/83-प्रा.कं. (नि. I)]

S.O. 1964.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Arch Diocese of Trivandrum" for the purpose

of the said section for the period of covered by the assessment years 1983-84 to 1986-87.

[No. 6662/F. No. 197/173/83-IT(AI)]

का.प्रा. 1965.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "साउथ एरकोट डायोसिस, कार्पोरेशन, कुड्डलोर" को कर-निर्धारण वर्ष 1984-85 से 1987-88 के अन्तर्गत आने वाली अवधि के लिये अधिसूचित करती है।

[सं. 6654/फा.सं. 197/229/82-प्रा.कं. (नि. I)]

S.O. 1965.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "South Arcot Diocesan Corporation, Cuddalore" for the purpose of the said section for the period covered by the assessment years 1984-85 to 1987-88.

[No. 6654/F. No. 197/229/82-IT(AI)]

का.प्रा. 1966.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "आर.सी. डायोसिस आफ मद्रुरै" को कर-निर्धारण-वर्ष 1984-85 से 1987-88 के अन्तर्गत आने वाली अवधि के लिये अधिसूचित करती है।

[सं. 6656/फा.सं. 197/189/83-प्रा.कं. (नि. I)]

S.O. 1966.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "R. C. Diocese of Madurai" for the purpose of the said section for the period covered by the assessment years 1984-85 to 1987-88.

[No. 6656/F. No. 197/189/83-IT(AI)]

का.प्रा. 1967.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "आर.सी. डायोसिस आफ पलायम कोट्टै" को कर निर्धारण वर्ष 1984-85 से 1986-87 के अन्तर्गत आने वाली अवधि के लिये अधिसूचित करती है।

[सं. 6653/फा.सं. 197/186/84-प्रा.कं. (नि. I)]

S.O. 1967.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "R. C. Diocese of Palayamkottai" for the purpose of the said section for the period covered by the assessment years 1984-85 to 1986-87.

[No. 6653/F. No. 197/186/84-IT(AI)]

का.प्रा. 1968.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "तख्त सतखण्ड श्री हज़ूर अब्दुलनगर माहिद्व, नान्देड़" को कर निर्धारण वर्ष 1985-86 से 1987-88 के अन्तर्गत आने वाली अवधि के लिये अधिसूचित करती है।

[सं. 6657/फा.सं. 197-क/231/82-प्रा.कं. (नि. I)]

आर.के. तिवारी, धवर सचिव

S.O. 1968.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Takhat Sachkhand Shri Hazur Abchalanagar Sahib, Nanded" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6657/F. No. 197A/231/82-IT(AI)]

R. K. TEWARI, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 1 अप्रैल, 1986

(आय-कर)

का.प्र. 1969.—आयकर अधिनियम, 1961 की धारा 121 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा अपनी दिनांक 7-1-1986 की अधिसूचना सं. 6559 का.सं. 187/10/86-आ.क. (नि.-1) में निम्नलिखित संशोधन करता है।

2. क्र.सं. 21 के सामने स्तम्भ 2, 3 और 4 में निम्नानुसार प्रविष्टियाँ प्रतिसंस्थापित की जाती हैं:—

अनुसूची

क्र.सं.	आयकर-आयुक्त	मुख्यालय	क्षेत्राधिकार
21.	तमिलनाडु-1	मद्रास	1. कंपनी परिमंडल-1, मद्रास 2. विदेश अनुभाग, मद्रास 3. अनिवासी परिमंडल, मद्रास 4. नि.सं. आयुक्त, कर निर्धारण रेंज-1, मद्रास

यह अधिसूचना 2 अप्रैल, 1986 से प्रभावी है।

[सं. 6631/का. सं. 187/10/85-आ.क.नि.-I]

आर.के. तिवारी, अवर सचिव

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 1st April, 1986.

(INCOME-TAX)

S.O. 1969.—In exercise of the powers conferred by sub-section (1) of Section 121 of Income-tax Act, 1961, the Central Board of Direct Taxes make the following amendment to the Schedule to its Notification (No. 6559 (F.No. 187/10/85-IT (AI) dated 7-1-1986.

2. Entries in Col. 2, 3 and 4 against S.No. 21 are substituted as under:—

SCHEDULE

S. No.	Commissioner Headquarters	Jurisdiction
21. Tamil Nadu-I	Madras	1. Company Circle-I, Madras. 2. Foreign Section, Madras. 3. Non-resident Circle, Madras. 4. I.A.C. Assessment Range-I Madras.

This notification takes effect from 2nd April, 1986.

[No. 6631(F.No. 187/10/85-IT (AI)]

R.K. TEWARI, Under Secy.

आर्थिक कार्य विभाग

(बैंकिंग प्रभाग)

नई दिल्ली, 18 अप्रैल, 1986

का.प्र. 1970.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री टी.के. गुप्ता को, जिनकी धारा 11 की उपधारा (1) के तहत मेवाड़ आंचलिक ग्रामीण बैंक, उदयपुर (राजस्थान) के अध्यक्ष के रूप में नियुक्ति की तीन वर्ष की पहली अवधि 31-1-1986 को समाप्त हो गयी है, 1-2-1986 से प्रारम्भ होकर 31-1-1988 को समाप्त होने वाली अवधि के लिये उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[संख्या एफ. 2-41/85-आर.आर.बी.]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 18th April, 1986

S.O. 1970.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby re-appoints Shri T. K. Gupta, Chairman, Mewar Aanchalik Gramin Bank, Udaipur (Rajasthan) whose earlier tenure of three years appointment under sub-section (1) of Section 11 had expired on 31-1-86 for a period commencing from 1-2-1986 and ending with 31-1-1988.

[No. F. 2-41/85-RRB]

का.प्र. 1971.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री पी.के. दास को उत्तरबंगा क्षेत्रीय ग्रामीण बैंक, कुचबिहार का अध्यक्ष नियुक्त करती है तथा 3-2-1986 से प्रारम्भ होकर 28-2-1989 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री पी.के. दास अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ. 2-42/85-आर.आर.बी.]

S.O. 1971.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri P. K. Das, as the Chairman of the Uttar Bank Kshetriya Gramin Bank Cooch Behar (WB) and specifies the period commencing on 3-2-1986 and ending with the 28-2-1989 as the period for which the said Shri P. K. Das shall hold office as such Chairman.

[No. F. 2-42/85-RRB]

नई दिल्ली, 21 अप्रैल, 1986

का.प्र. 1972.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री डी.डी. गुप्ता को अम्बाला कुरुक्षेत्र ग्रामीण बैंक अम्बाला शहर का अध्यक्ष नियुक्त करती है तथा 27-3-1986 से प्रारम्भ होकर 31-3-1989 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री गुप्ता अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ. 2-37/85-आर.आर.बी.]

अ.वा. मीरचन्दानी, निदेशक

New Delhi, the 21st April, 1986

S.O. 1972.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976) the Central Government hereby appoints Shri D. D. Gupta as the Chairman of the Ambala-Kurukshetra Gramin Bank, Ambala city and specifies the period commencing on the 27-3-1986 and ending with 31-3-1989 as the period for which the said Shri Gupta shall hold office as such Chairman.

[No. F. 2-37/85-RRB]

C. W. MIRCHANDANI, Director

वाणिज्य मंत्रालय

(पूर्ति विभाग)

नई दिल्ली, 23 अप्रैल, 1986

का.प्रा. 1973.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में पूर्ति विभाग के निम्नलिखित कार्यालय, को जिसके कर्मचारी वृन्ड ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

उप लेखा नियंत्रक का कार्यालय, बम्बई।

[सं. ई-11012/1/85-हिन्दी]

पी.एम. हरिहरन, संयुक्त सचिव

MINISTRY OF COMMERCE

(Department of Supply)

New Delhi, the 23rd April, 1986

S.O. 1973.—In pursuance of sub-rule (4) of rule 10 of the Official Language, (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office of the Department of Supply, the Staff whereof have acquired the working knowledge of Hindi; Office of the Deputy Controller of Accounts, Bombay.

[No. E-11012/1/85-Hindi]

P. S. HARIHARAN, Jt. Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 7 मई, 1986

का.प्रा. 1974.—चाय अधिनियम, 1953 (1953 की सं. 29) की धारा 4 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री धार.के. त्रिपाठी, आई.ए.एस. को 7 मई, 1986 (पूर्वाह्न) से आगामी आदेश देने तक एतद्वारा नियुक्त करती है।

[का.सं. के-12015(4)/82-प्लांट ए]

अशोक कुमार, उप सचिव

MINISTRY OF COMMERCE

New Delhi, the 7th May, 1986

S.O. 1974.—In exercise of the powers conferred by Sub-section (3) of Section 4 of the Tea Act, 1953 (No. 29 of 1953), the Central Government hereby appoints Shri R. K. Tripathy, IAS to the post of Chairman, Tea Board with effect from 7th May, 1986 (Forenoon), until further orders.

[File No. K-12015(4)/82-Plant 'A']

ASHOK KUMAR, Dy. Secy.

आदेश

नई दिल्ली, 17 मई, 1986

का.प्रा. 1975.—भारत के निर्यात व्यापार के विकास के लिए मानव केश, को उसके निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन होने के लिए कतिपय प्रस्ताव, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उप-नियम (2) की अपेक्षानुसार, भारत सरकार के वाणिज्य मंत्रालय के आदेश सं० का.प्रा. 5226 तारीख 16 नवम्बर, 1985 के अधीन भारत के राजपत्र, भाग-II, खंड-3, उपखंड-(ii) तारीख 16 नवम्बर, 1985 में प्रकाशित किए गए थे ;

और उन सभी व्यक्तियों से जिनके उनसे प्रभावित होने की संभावना थी, 30 दिसम्बर, तक आक्षेप या सुझाव मंगे गए थे ;

और उक्त राजपत्र की प्रतियां जनता को 20-11-1985 को उपलब्ध करा दी गयी थी ;

और केन्द्रीय सरकार ने उक्त प्रस्तावों पर जनता से प्राप्त आक्षेपों या सुझावों पर विचार कर लिया है ;

अतः अब, केन्द्रीय सरकार निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्यात निरीक्षण परिषद से परामर्श करने के पश्चात् यह राय होने पर कि उक्त उपनियम के अनुसरण में तथा भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं० का.प्रा. 1608 तारीख 3 मई, 1968 की जो मानव केश से संबंधित है, ऐसी बातों के सिवाय अधिष्ठात करते हुए, जो ऐसे अधिष्ठात से पूर्व की गयी है या करने से लोप किया गया है, भारत सरकार के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक तथा समीचीन है,—

- (1) अधिसूचित करती है कि मानव केश निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन होंगे ;
- (2) मानव केश निर्यात (निरीक्षण) नियम, 1986 के अनुसार निरीक्षण के प्रकार को, निरीक्षण के उस प्रकार के रूप में विनिर्दिष्ट करती है जो कि निर्यात से पूर्व ऐसे मानव केश को लागू होगा ;
- (3) इस आदेश के उपाबंध में दिए गए विनिर्देशों का मानव केश के मानक विनिर्देशों के रूप में मान्यता देती है ;
- (4) अंतर्राष्ट्रीय व्यापार के अनुक्रम में मानव केश के निर्यात को जब तक प्रतिपिद्ध करती है जब तक कि उसके साथ निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अधीन इस प्रयोजन के लिए कलकत्ता, दिल्ली, मुम्बई, कोचीन और मद्रास में स्थापित निर्यात निरीक्षण अधिकरणों में से किसी एक द्वारा दिया गया इस आशय का प्रमाण-पत्र न हो कि मानव केश निर्यात योग्य है।

2. इस आदेश की कोई भी बात जेलाओं को भूमि, समुद्री और वायु मार्ग से मानव केश के ऐसे नमूनों के निर्यात को लागू नहीं होगी जिनका मूल्य पांच सौ रुपये से अधिक न हो।

उपाबंध

मानव केश के लिए विनिर्देश :—

क. विनिर्देश :—

मानव केश उपशिष्ट (टुकड़ों) से भिन्न मानव केश पूर्णतः संसाधित किए हुए (रो बार), अच्छी प्रकार धोए, मुखाए और तलमुक्त चिकनाई, जूं, रसायन और अन्य अशुद्धताओं से मुक्त होंगे तथा उनके दोनों किनारे काटे हुए होंगे। मानव केशों के उपशिष्टों (टुकड़ों) की स्थिति में,

भली प्रकार से धोए, सुखाए तथा तेलमुक्त, चिकनाई, घुल, जू, रसायन और अन्य प्रदूषणों से मुक्त होंगे। प्रदूषणों के अनुसार 0.5% से अधिक नहीं होंगे। मानव केश, अप्रशिक्षित (टुकु) सहित, निर्यातकर्ता की घोषणा के अनुसार नीचे दिए गए विनिर्देशों के अनुरूप होंगे।

प्रकार	बंडल की लंबाई	प्रत्येक बाल की लंबाई
सें.मी.	इंच	सें.मी.
(टुकु)		(10.2 से.मी. (4") से कम)
10.2	4	(10.2-12.7) (4-5) 2-5
12.7	5	(12.7-15.2) (5-6) 3-6
15.2	6	(15.2-17.8) (6-7) 4-7
17.8	7	(17.8-20.3) (7-8) 5-8
20.3	8	(20.3-22.9) (8-9) 6-9
22.9	9	(22.9-25.4) (9-10) 7-10
25.4	10	(25.4-27.9) (10-11) 8-11
27.9	11	(27.9-30.5) (11-12) 9-12
30.5	12	(30.5-33.0) (12-13) 10-13
33.0	13	(33.0-35.6) (13-14) 11-14
35.6	14	(35.6-38.1) (14-15) 12-15
38.1	15	(38.1-40.6) (15-16) 13-16
40.6	16	(40.6-43.1) (16-17) 14-17
43.1	17	(43.1-45.6) (17-18) 15-18
45.6	18	(45.6-48.1) (18-19) 16-19
48.1	19	(48.1-50.6) (19-20) 17-20
50.6	20	(50.6-53.1) (20-21) 18-21
53.1	21	(53.1-55.6) (21-22) 19-22
55.6	22	(55.6-58.1) (22-23) 20-23
58.1	23	(58.1-60.6) (23-24) 21-24
60.6	24	(60.6-63.1) (24-25) 22-25
63.1	25	(63.1-65.6) (25-26) 23-26
65.6	26	(65.6-68.1) (26-27) 24-27
68.1	27	(68.1-70.6) (27-28) 25-28
70.6	28	(70.6-73.1) (28-29) 26-29
73.1	29	(73.1-75.6) (29-30) 27-30
75.6	30	(75.6-78.1) (30-31) 28-31

सहिष्णुता :—

(1) जब बंडल का माप मीटरिक प्रमापी से (अर्थात् से.मी. में) अभिव्यक्त किया जाता है, तो बंडल की लंबाई की सहिष्णुता +2.5 से.मी. और -0 से.मी. होगी।

(2) जब बंडल का माप मीटरिक प्रमापी में (अर्थात् से.मी. में) अभिव्यक्त किया जाता है तो एक-एक बाल की लंबाई की सहिष्णुता +2.5 से.मी. और -5.0 से.मी. होगी। तथापि, सहिष्णुता (माइनस) की ओर 15% से अधिक नहीं होगी।

(3) टुकुओं की लंबाई 10.2 से.मी. (4") से कम होगी; इससे अधिक प्रकार के बाल 20% से अधिक नहीं होंगे।

घ: पैकिंग :—(1) मानव केशों के अप्रशिक्षित (टुकुओं) से भिन्न मानव केशों को 30 मि.मी. से अनाधिक व्यास वाले बंडलों में सफाई से बांधा जाएगा।

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(2) बंडल की एक किगारे तक 75 से.मी. से अनाधिक दूरी पर बांधा जाएगा। लंबाई अधिक होने की स्थिति में तबतक गांठों के बीच की दूरी अनुमानित: 75 से.मी. होगी। प्रत्येक गांठ में धागे की लंबाई 40 मि.मी. से अधिक नहीं होगी।

(3) हवाई यातायात की दशा में बंडलों को गत्तों के डिब्बों में और समुद्री यातायात के लिए लकड़ों के डिब्बों में पैक किया जाएगा।

(4) मानव केश के अप्रशिक्षित (टुकुओं) की स्थिति में ये केश के निर्वेशानुसार या गांठों में पैक किए जाएंगे। इस प्रकार के पैकेज उचित प्रकार से सील किए जाएंगे।

[फाईल सं. 6(8)/85-ईआई एंड ईपी]

ORDER

New Delhi, the 17th May, 1986

S.O. 1975.—Whereas for the development of the export trade of India, certain proposals for subjecting human hair to quality control and inspection prior to export were published as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964 in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 16th November, 1985 under the Order of the Government of India in the Ministry of Commerce No. S.O. 5226, dated the 16th November, 1985;

And whereas the objections and suggestions were invited till 30th December, 1985, from all persons likely to be affected thereby;

And whereas copies of the said Gazette were made available to the public on 20th November, 1985;

And whereas the objections and suggestions received from the public on the said draft have been considered by the Central Government;

Now, therefore, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government, after consulting the Export Inspection Council, being of opinion, that in pursuance of the said sub-rule and in supersession of the notification of the Government of India in the Ministry of Commerce No. S.O. 1608, dated the 3rd May, 1968 relating to Human Hair, except in respect of things done or omitted to be done before such supersession, it is necessary and expedient so to do for the development of the export trade of India, hereby,—

- (1) notifies that human hair shall be subject to quality control and inspection prior to export;
- (2) specifies the type of inspection in accordance with the Export of Human Hair (Inspection) Rules, 1986 as the type of inspection which will be applied to such human hair;
- (3) To recognise the specifications as set out in the Annexure to this Order as the standard specifications for human hair;
- (4) prohibits the export in the course of international trade of human hair unless the same is accompanied by a certificate issued by any of the Export Inspection Agencies established at Calcutta, Delhi, Bombay, Cochin and Madras for the purpose under section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) to the effect that human hair is exportworthy.

2. Nothing in this Order shall apply to export by sea, land or air of samples of human hair not exceeding in value of rupees five hundred to prospective buyers.

ANNEXURE

Specification for the Human Hair.

A. Specifications

The human hair, other than human hair waste (Tukku) shall be fully processed (double drawn) well washed, dried

and free from oil, fat, lice, chemical and other impurities and cut at both ends. In the case of human hair waste (tukkus) it shall be well washed dried and free from oil, fat, dirt, lice, chemical and other impurities. The impurities shall not exceed 0.5% by weight. The human hair including human hair waste (tukkus) shall conform to the specifications given hereunder as per declaration of the exporter.

SIZE		BUNDLE LENGTH		INDIVIDUAL HAIR LENGTH
Cms.	Inches	Cms.	Inches	Inches
Tukkus —		Less than 10.2 cms (4")
10.2	4	(10.2-12.7)	(4-5)	2-5
12.7	5	(12.7-15.2)	(5-6)	3-6
15.2	6	(15.2-17.8)	(6-7)	4-7
17.8	9	(17.8-20.3)	(7-8)	5-8
20.3	8	(20.2-22.9)	(8-9)	6-9
22.9	9	(22.7-25.4)	(9-10)	7-10
25.4	10	(25.4-27.9)	(10-11)	8-11
27.7	11	(27.9-30.5)	(11-12)	7-12
30.5	12	(30.5-33.0)	(12-13)	10-13
33.0	13	(33.0-35.6)	(13-14)	11-14
35.6	14	(35.6-38.1)	(14-15)	12-15
38.1	15	(38.1-40.6)	(15-16)	13-16
40.6	16	(40.6-43.2)	(16-17)	14-17
43.2	17	(43.2-45.7)	(17-18)	15-18
45.7	18	(45.7-48.3)	(18-19)	16-19
48.3	19	(48.3-50.8)	(19-20)	17-20
50.8	20	(50.8-53.3)	(20-21)	18-21
53.3	21	(53.3-55.9)	(21-22)	19-22
55.9	22	(55.9-58.4)	(22-23)	21-23
58.4	23	(58.4-61.0)	(23-24)	21-23
61.0	24	(61.0-63.5)	(24-25)	22-25
63.5	25	(63.5-66.0)	(25-26)	23-26
66.0	26	(66.0-68.6)	(26-27)	24-27
68.6	27	(68.6-71.1)	(27-28)	25-28
71.1	28	(71.1-73.7)	(28-29)	26-29
73.7	27	(73.7-76.2)	(29-30)	29-30
76.2	30	(76.2-78.7)	(30-31)	28-31

TOLERANCES

(1) When the bundle size is expressed in metric system (i.e. in cms.) the tolerance shall be +2.5 cms and -0 cms on bundle length.

(2) When the bundle size is expressed in metric system (i.e., in cms.) the tolerance on individual hair length shall be +2.5 cms and -5.0 cms. However, tolerance shall not exceed 15% on minus side.

(3) For Tukkus hair length shall be less than 10.2 cms (4"), hair above this size should not exceed 20%.

B. PACKING.

1. Human hair other than human hair waste (Tukkus) shall be neatly banded in bundles of diameter not exceeding 30 mm.

2. The bundle shall be tied at a distance not exceeding 75 mm from one end. In case of large length, the distance between subsequent ties shall not be less than 75 mm. The width of tying in threads shall not exceed 40 mm. for each tying.

3. The bundle shall be packed in card board cartons for transport by air and in wooden cases for transport by sea.

4. In the case of human hair waste (tukkus) it shall be packed as per buyer's specifications or baled. Such packages should be sealed suitably

[F. No. 6(8)/85-EI&EP]

का.आ. 1976.—केन्द्रीय सरकार, निर्यात (स्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, तथा भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 1609, तारीख 3 मई, 1968 के साथ प्रकाशित मानक केश निर्यात (निरीक्षण) नियम, 1968 को उन बातों के सिवाय अधिकांश करते हुए, जिन्हें ऐसे अधिग्रहण से पहले किया गया है या करने का लोप किया गया है, निम्नलिखित नियम बनाती है, अर्थात्

1. संक्षिप्त नाम तथा प्रारम्भ :—इन नियमों का संक्षिप्त नाम मानक केश (निरीक्षण) नियम, 1968 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. परिभाषाएं :—इन नियमों में, जब तक कि संदर्भ से अस्पष्टा अपेक्षित न हो,

“अधिकरण” से निर्यात (स्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अन्तर्गत कलकत्ता, मुम्बई, दिल्ली, कोचीन, और भद्रास में स्थापित निर्यात निरीक्षण अधिकरण अभिप्रेत हैं।

3. निरीक्षण का आधार :—निर्यात के लिए आणवित मानक केश का निरीक्षण इस दृष्टि से किया जाएगा कि मानक केश, निर्यात (स्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त विनिर्देशों के (जिन्हें इसमें इसके आगे मानक विनिर्देश कहा गया है) अनुरूप है।

4. निरीक्षण की प्रक्रिया :—(1) मानक केश का निर्यात करने के इच्छुक निर्यातकर्ता अपने ऐसा करने के आशय की सूचना लिखित रूप में देगा तथा ऐसी सूचना के साथ ऐसे निर्यात से संबंधित निर्यात संविदा में अनुबंधित विनिर्देशों की घोषणा अधिकरण के निकटतम कार्यालय को देगा ताकि वह नियम 3 के अनुसार निरीक्षण कर सके।

(2) उप-नियम (1) के अधीन प्रत्येक सूचना और घोषणा परेक्षण के सेजे जाने से पूर्व कम से कम पांच दिन के अन्तर देनी होगी।

(3) उप-नियम (2) के अधीन सूचना और घोषणा प्राप्त होने पर अधिकरण, मानक केश के परेक्षण का निरीक्षण इस संबंध में निर्यात निरीक्षण परिषद् द्वारा समय-समय पर जारी किए गए अनुदेशों के अनुसार, इस दृष्टि से करेगा कि वह नियम 3 में निर्दिष्ट मान्यता प्राप्त विनिर्देशों की अपेक्षाओं के अनुरूप है और निर्यातकर्ता निरीक्षण के लिए अधिकरण को सभी आवश्यक सुविधाएं देगा ताकि वह निरीक्षण करने में समर्थ हो सके।

(4) निरीक्षण में यदि यह पाया जाता है कि सामग्री नियम 3 की अपेक्षाओं के अनुरूप है तो वह अधिकरण द्वारा इस निमित्त प्राधिकृत निर्यात निरीक्षण अधिकरण के अधिकारियों की उपस्थिति में निर्यात निरीक्षण परिषद् के प्लायरों का प्रयोग करते हुए सिग्नाइज सील या सीसा सील से सीलबंद या पैक की जाएगी।

5. निरीक्षण का प्रमाण-पत्र :—यदि निरीक्षण के पश्चात् अधिकरण का यह समाधान हो जाता है कि निर्यात किए जाने वाले मानक केश का परेक्षण उपरोक्त नियम 3 में दी गयी अपेक्षाओं के अनुरूप है तो वह पांच दिन के भीतर यह घोषणा करते हुए प्रमाण-पत्र जारी कर देगा कि परेक्षण निर्यात योग्य है :

परन्तु जहां अधिकरण का ऐसा समाधान नहीं होता है वहां वह उक्त पांच दिन की अवधि के भीतर ऐसा प्रमाण-पत्र जारी करने से

हंकार कर देगा और ऐसी हंकारी उसके कारणों सहित, निर्यातकर्ता को संसूचित करेगा।

6. निरीक्षण का स्थान :—इन नियमों के अधीन मानव केस का प्रत्येक निरीक्षण पोत लदान से या माल की पैकिंग से पूर्व विनिर्माता के परिसर पर किया जाएगा।

7. निरीक्षण फीस :—प्रत्येक परेक्षण के पोत-पर्यन्त निःशुल्क मूल्य के प्रति एक सौ रुपये के लिए पचास पैसे की दर से फीस इन नियमों के अधीन निरीक्षण फीस के रूप में संवत् की जाएगी किन्तु ऐसे प्रति परेक्षण के लिए न्यूनतम फीस 10 रुपये होगी।

8. अपील :—(1) नियम 5 के अधीन अधिकरण द्वारा प्रमाणपत्र देने से हंकार से व्यक्ति कोई व्यक्ति उसके द्वारा ऐसे हंकार की संसूचना प्राप्त होने के दस दिन के भीतर केन्द्रीय सरकार द्वारा इस प्रयोजन के लिए गठित कम से कम तीन परद्वु सात से अनधिक व्यक्तियों के विशेषज्ञों के पैनल की अपील कर सकेगा।

(2) पैनल के विशेषज्ञों की कुल सदस्यता के कम से कम दो-तिहाई सदस्य गैर-सरकारी होंगे।

(3) पैनल की गणपूर्ति तीन से होगी।

(4) अपील प्राप्त होने के पन्द्रह दिन के भीतर निपटा दी जाएगी।

[फाईल सं. 6(8)/85-ई०आई०एण्ड ई०पी०]

S.O. 1976.—In exercise of the powers conferred by Section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) and in supersession of the Export of Human Hair (Inspection) Rules, 1968 published with the notification of the Government of India in the Ministry of Commerce No. S.O. 1609, dated the 3rd May, 1968, except as respects things done or omitted to have been done before such supersession, the Central Government hereby makes the following rules, namely :—

1. Short title and commencement.—(1) These rules may be called the Export of Human Hair (Inspection) Rules, 1986.

(2) They shall come into force on the date of their publication in the Official Gazette;

2. Definitions.—In these rules, unless the context otherwise required 'Agency' means the Export Inspection Agencies established at Calcutta, Bombay, Delhi, Cochin and Madras under section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963).

3. Basis of Inspection.—Inspection of Human Hair intended for export shall be carried out with a view to seeing that the human hair conforms to the specifications recognised by the Central Government under section 6 of the Export (Quality Control and Inspection) Act, 1963 (hereinafter referred to as the standard specifications).

4. Procedure of Inspection.—(1) An exporter intending to export human hair shall give intimation in writing of his intention so to do, and submit alongwith such intimation a declaration of the specifications stipulated in the contract relating to such export to the nearest Office of the Agency to enable it to carry out the inspection in accordance with rule 3.

(2) Every intimation and declaration under sub-rule (1) shall be submitted not less than five days before the despatch of the consignment.

(3) On receipt of the intimation and declaration under sub-rule (2), the Agency shall inspect the consignment of human hair in accordance with the instructions issued by the Export Inspection Council in this behalf from time to time, with a view to seeing that the same complies with the requirements of the recognised specifications referred to in rule 3, and the exporter shall provide all necessary facilities to the Agency to enable it to carry out such inspection.

(4) If on inspection, the material is found to comply with the requirements of rule 3, it shall be packed and sealed with

signoid seals or lead seals using EIC pliers in the presence of the officers of EIAs authorised in this behalf by the Agency.

5. Certificate of Inspection.—If after inspection, the Agency is satisfied that the consignment of human hair to be exported complied with the requirements given in rule 3 above, it shall within five days issue a certificate declaring the consignment as exportworthy:

Provided that where the Agency is not so satisfied, it shall within the said period of five days refuse to issue such certificate and communicate such refusal to the exporter along with the reasons therefor.

6. Place of Inspection.—Every inspection of human hair under these rules shall be carried out at the premises of the exporter preferably prior to the packing of goods or at the port of shipment.

7. Inspection Fee.—Subject to minimum of Rs. 10 for each consignment a fee of the rate of fifty paise for every one hundred rupees of the Free on Board value of each such consignment shall be paid as inspection fee under these rules.

8. Appeal.—(1) Any person aggrieved by the refusal of the inspection Agency to issue certificate under rule 5, may, within ten days of the receipt of communication of such refusal to him, prefer an appeal to a panel of experts constituting of not less than three but not more than seven persons, as may be appointed for the purpose by the Central Government.

(2) At least two thirds of the total membership of the panel of experts shall consist of non-officials.

(3) The quorum for the panel shall be three.

(4) The appeal shall be disposed of within fifteen days of its receipt.

[F. No. 6(8)/85-EI&EP]

का०आ० 1977.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 3 के साथ पठित निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, बाणिज्य सचिव, बाणिज्य मंत्रालय (बाणिज्य विभाग) को अध्यक्ष और निम्न लिखित को निर्यात निरीक्षण परिषद् के सदस्यों के रूप में 1 जनवरी, 1986 से एक वर्ष की अवधि के लिए नामित करती है।

1. निदेशक, निरीक्षण एवं क्वालिटी नियंत्रण, निर्यात निरीक्षण परिषद्, नयी दिल्ली—सदस्य सचिव।
2. महानिदेशक, भारतीय मानक संस्थान, नयी दिल्ली—पदेन।
3. भारत सरकार का कृषि विपणन सलाहकार—पदेन।
4. महानिदेशक, बाणिज्य घासूचना तथा सांख्यिकी कलकत्ता—पदेन।
5. सचिव, (तकनीकी विकास), उद्योग मंत्रालय, नयी दिल्ली।
6. अपर सचिव, बाणिज्य मंत्रालय, नयी दिल्ली।
7. महानिदेशक, राष्ट्रीय परख सदन, कलकत्ता।
8. श्रीमती झरुणा माकन, निदेशक (वित्त विभाग), बाणिज्य मंत्रालय, नयी दिल्ली।
9. महानिदेशक, लैबर रिसर्च इंस्टीट्यूट, मद्रास।
10. निदेशक, सेन्ट्रल फूड टेक्नोलोजिकल रिसर्च इंस्टीट्यूट, मैसूर—570013।
11. विकास आयुक्त, लघु उद्योग, निर्माण भवन, नयी दिल्ली।
12. अध्यक्ष, रसायन तथा सन्निध बस्तुएं, निर्यात संवर्धन परिषद्, कलकत्ता।

13. अध्यक्ष, सी फूड एक्सपोर्ट एसोसिएशन, कोचीन ।
14. अध्यक्ष, लैडर एक्सपोर्ट प्रमोशन काउंसिल, मद्रास ।
15. अध्यक्ष, इण्डियन जूट मिल एसोसिएशन ।
16. अधिशासी निदेशक, इंजीनियरिंग निर्यात संवर्धन परिषद् ।
17. अध्यक्ष, काजू निर्यात संवर्धन परिषद्, एम० जी० रोड, एर्नाकुलम, कोचीन-11 ।

[फा० सं० 3(90)/85—ई०आई०एण्ड ई०पी०]

एस० संजीव, उप सचिव

S.O. 1977.—In exercise of the powers conferred by section 3 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with Rule 3 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby appoints Commerce Secretary, Ministry of Commerce (Department of Commerce) as Chairman and nominates the following as Members of the Export Inspection Council for a period of one year with effect from 1st January, 1986.

1. Director of Inspection and Quality Control Export Inspection Council, New Delhi—Member Secretary.
2. Director General of Indian Standards Institution, New Delhi—Ex-officio.
3. Agricultural Marketing Advisor to the Government of India—Ex-officio.
4. Director General of Commercial Intelligence and Statistics, Calcutta—Ex-officio.
5. Secretary (Technical Development), Ministry of Industry, New Delhi.
6. Additional Secretary, Ministry of Commerce, New Delhi.
7. Director General, National Test House, Calcutta.
8. Mrs. Aruna Makhan, Director (Finance Division), Ministry of Commerce, New Delhi.
9. Director, Central Leather Research Institute, Madras.
10. Director, Central Food Technological Research Institute, Mysore-570013.
11. Development Commissioner, Small Scale Industries Nirman Bhawan, New Delhi.
12. Chairman, Chemicals and Allied Products Export Promotion Council, Calcutta.
13. President, Sea Food Exporters' Association Cochin.
14. Chairman, Leather Export Promotion Council, Madras.
15. Chairman, Indian Jute Mills Association, Calcutta.
16. Executive Director, Engineering Export Promotion Council, New Delhi.
17. Chairman, Cashew Export Promotion Council, M. G. Road, Ernakulam, Cochin-11.

[No. 3(90)/85-FI&EP]

S. SANJEEVA Dy. Secy.

उद्योग मंत्रालय

(कम्पनी कार्य विभाग)

नई दिल्ली, 28 अप्रैल, 1986

फा.प्र. 1978.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3)

के अनुसरण में, केन्द्रीय सरकार एतद्वारा इस अधिसूचना के अनुलग्नक में उल्लिखित उपक्रमों के पंजीकरण को, उक्त उपक्रमों के वह उपक्रम होने पर, जिस पर उक्त अधिनियम के अध्याय-III के भाग क के उपबन्ध बल लागू नहीं होते हैं, के निरस्तीकरण को अधिसूचित करती है।

[सं. 16(12)86-एम-3]

एल.सी. गोयल, धवर सचिव

अधिसूचना सं. 16/12/86-एम.-3 का अनुलग्नक

क्र.सं.	उपक्रम का नाम	पंजीकृत पता	पंजीकरण संख्या
1.	मै. भारत विजय मिल्स लिमिटेड	सात गरनाला कालोल (एन.जी.) के समीप 382721	1598/82
2.	बी बी एम पोलिस्टर एंड केमिकल्स लिमिटेड	भारत विजय मिल्स लिमिटेड की बिल्डिंग कालोल (एन जी) 382721	1597/82
3.	मालवा शुगर मिल्स कम्पनी लिमिटेड	पो. प्र. धुरी पिन-148024 संगरूर जिला (पंजाब)	989/74
4.	टीटागढ़ पेपर मिल्स कम्पनी लिमिटेड	95-पार्क स्ट्रीट कलकत्ता-700016	1051/75
5.	आइडियल जावा (इंडिया) प्रा. लि.	मैसूर-570020	684/70

MINISTRY OF INDUSTRY

(Department of Company Affairs)

New Delhi, the 28th April, 1986

S.O. 1978.—In pursuance of sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of the undertakings mentioned in the Annexure to this notification, the said undertakings to which the provisions of Part A Chapter III of the said Act not longer apply.

[No. 16/12/86-M. III]

L. C. GOYAL, Under secy.

Annexure to the Notification N. 16/12/86-M-III

S. Nos of the Undertakings	Registered address	Registration No.
1. M/s. Bharat Vijay Mills limited.	Nar Sevon Garnaala Kalol (N.G.) 382721	1598/82
2. BVM Polyester and Chemicals Ltd.	Premises of the Bharat Vijay Mills Ltd. Kalol (N.G.) 382721	1597/82
3. Malwa Sugar Mills Co. Ltd.	P.O. Dhuri Pin-148024 Sangrur Distt. (Punjab)	989/74
4. Titaghar Paper Mills Company Ltd.	95-Park Street Calcutta-700016	1051/75
5. Ideal Jawa (India) Pvt. Ltd.	Mysore-570020	684/70

धन मंत्रालय

नई दिल्ली, 28 अप्रैल, 1986

का.भा. 1979.—मैसर्स भीलवाड़ा प्रोसेसर्स लिमिटेड, पोस्ट बॉक्स नं. 16 मन्दापम, भीलवाड़ा-311001 (आर.जे. 2807) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान ही गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निवेश सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभोग्य है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2(क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के धन मंत्रालय की अधिसूचना संख्या का.भा. 1635 तारीख 8-3-1983 के अनुसरण में और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 18-3-1986 से तीन वर्ष की अवधि के लिए जिसमें 18-3-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

धनसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चित करे।

2. नियोजक ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभावों का सन्दाय आदि भी है, होने वाले, सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन को प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उल्लेख फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती तब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिन्ताम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त यथा अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पड़ने अर्थात् चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असमर्थ रहता है, और पालिसी को रद्दपत्र हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिन्ताम को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के तुल्यदार नामनिर्देशिनी/विधिक वारिन्ताम को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-550/(31) 83-पी.एफ. 2/एस.एस.-2]

MINISTRY OF LABOUR

New Delhi, the 28th April, 1986

S.O. 1979.—Whereas Messrs Bhilwara Processors Limited Post Box No. 16, Mandapam, Bhilwara-311001 (RJ/2807) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour S.O. 1635 dated the 8-3-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 19-3-1986 upto and inclusive of the 18-3-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide

such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

का. प्रा. 1980.—मैसर्स सूरत जिला को-ऑपरेटिव बैंक लिमिटेड, ईड प्रांक्स कनपीय, सूरत (जि. जे. 4872) (जिसे इसने इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रतीगे उर-बंध अधिनियम, 1952 (1952 का 19) (जिसे इसने इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् भविष्य या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निदेश सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रयत्न शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. प्रा. 3408 तारीख 30-7-1983 के अनुसरण में और इससे उपायध अनुपूर्वी में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 27-8-1986 से तीन वर्ष की अवधि के लिए जिसमें 26-8-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत निमोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीम स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी वार के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस्/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के अंतर्गत में लाइफ इंश्योरेंस प्रोविडेंट फंड में निधि प्राप्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अधिकार अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सांगठनिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अर्धन नहीं रह जाते हैं, या इस स्कीम के अधिन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक सांख्यिक जीवन बीमा निगम द्वारा नियत तारीख के बाद प्रिमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रिमियम के संदाय में किए गए किसी व्यक्तिकम की वधा में, उन मृत सदस्यों के नामनिर्देशितों या विधिवत वारिसों को जो यदि यह, छूट न दी गई होता तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधिन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिवत वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक वधा में हर प्रकार से पूर्ण राशि की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/(138)/83-पा.एफ-2/एस.एस-2]

S.O. 1980.—Whereas Messrs The Surat District Co-operative Bank Limited, HO—Kanpith, Surat (GJ/4672) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the Notification of the Government of India in the Ministry of Labour, S.O. 3408 dated the 30-7-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 27-8-1986 upto and inclusive of the 26-8-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/138/83-PF. II(SS-II)]

का. सं. 1991.—मीसर्स सांद्रा प्रदेक्ष इंडस्ट्रियल इनफोर्मेशन कार्पोरेशन लि., छोटी मंजिल, पैरिमारासा घनत, बरौरबाग हैदराबाद (एच.ए./7036) (जिसे हममें हमके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और पकीण उपबंध अधिनियम, 1952 (1952 का 19) जिसे हममें हमके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधिन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय या प्रिमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधिन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी भविष्य

सहज बीमा स्कीम, 1978 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुशेष है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदान शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या आ. आ. 2324 तारीख 6-5-1983 के अनुसरण में और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 31-7-1986 से तीन वर्ष की अवधि के लिए जिसमें 20-7-1989 को समाहित है, उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त आंध्र प्रदेश को ऐसे विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसे सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रसारों का संदाय आदि जो है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसका मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरन्त बर्ण करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिभर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त आंध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारिख के भीतर प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययन हो जाने बिना जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(129)/83-वा.एफ.-2/प. एस.-2]

S.O. 1981.—Whereas Messrs Andhra Pradesh Industrial Infrastructure Corporation Limited, 6th Floor, Parisrama Bhavan, Basheerbagh, Hyderabad (AP/7036) (hereinafter referred to as the establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of the life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) :

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the Notification of the Government of India in the Ministry of Labour, S.O. 2324 dated the 6-5-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 21-7-1986 upto and inclusive of the 20-7-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme.

appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme, but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/129/83-PF. II (SS-II)]

का. भा. 1983.—मैसर्स बर्मा सेल्स प्राइवेट लि., फोर्मे एंड ब्लोअर कंपनी प्रीमाईसिम, नरोवा रोड, ग्रहमवाबाव (जि. जे./2327) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अग्रिम या प्रीमियम का संवाय किए बिना ही भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल जो उन्हें कर्मचारी निक्षेप सहव्यय बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अम संवलय की अधिसूचना संख्या का. भा. 3971 तारीख 1-10-1983 के अनुसरण में और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को 22-10-1986 से तीन वर्ष की अवधि के लिए जिसमें 21-10-1986 भी सम्मिलित है, उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि धामुक्त, गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण

के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अन्वेषण, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृद्धि में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामानिर्देशित को प्रतिफल के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना धुष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिकम की वृद्धि में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होने, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम बीमाकृत राशि के एकद्वार नामनिर्देशितियों/

विविध बरिसों का उस राशि का सशय तत्परता से और प्रत्येक वषा में नूर प्रकार से पूर्ण शाय की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014/163/83-पी.एफ.-II/एस.एस.-II]

S.O. 1982.—Whereas Messrs Vaima Sales Private Limited, Forge and Blower Company, Premises Naroda Road, Ahmedabad (GJ-2327) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the Notification of the Government of India in the Ministry of Labour, S.O. 3971 dated the 1-10-1983 and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 22-10-1985 upto and inclusive of the 21-10-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group insurance scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and

where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/163/83-PF. II (SS-II)]

का. प्र. 1983.—मैसर्स एसोसिएटेड सीमेंट कंपनी लिमिटेड, सिवालिया मिमेंट वर्क्स, पो. शा. सिवालिया मिमेंट वर्क्स-388246—जिजा कंरा, गुजरात (जी.जे/2) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सद्बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. प्र. 4041 तारीख 5-10-1983 के अनुसूचन में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को 29-10-1986 से तीन वर्ष की अवधि के लिए जिसमें 28-10-1989 की सम्मिलित है, उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय,

लेखाओं का अन्तरण, निरीक्षण प्रमारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पक्ष है, सदस्य है। उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसके बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवर्ण करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्तों, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रहे की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा निगम वारिष्ठ के दोनर प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रहे की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय के किए गए किसी व्यतिक्रम की वृत्ति में, उन दत्त सदस्यों के नामनिर्देशितियों या विधिवत वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाहृत राशि के हकदार नामनिर्देशित/विधिवत वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/180/83-पी.एफ.-II/एस.एस.-II]

S.O. 1983.—Whereas M/s. The Associated Cement Companies Limited, Sevalia Cement Works, P.O. Sevalia Cement Works, 388246, District-Kajra, Gujarat (GJ/2) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the Notification of the Government of India in the Ministry of Labour, S.O. 4041 dated the 5-10-1983 and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 29-10-1985 upto and inclusive of the 28-10-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as also approved by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, the exemption shall be liable to be cancelled.

rance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/180/83-PF. II (SS-II)]

का. भा. 1984.—मैसर्स प्रीमियर वीजीटेबल प्रोडक्ट्स लि., 95 इन्डस्ट्रियल एरिया, झोटवारा, जयपुर (भार. जे/1587) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिदाय या प्रीमियम का सन्धाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभोग्य हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम इन्तालय की अधिसूचना संख्या का.भा. 3412 तारीख 30-7-1983 के प्रनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 27-8-1986 से तीन वर्ष की अवधि के लिए जियमें 26-8-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त राजस्थान की ऐसी विवरणियाँ भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करना जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्धाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्धाय, लेखाओं का अन्तर्गण, निरीक्षण प्रचारों का सन्धाय प्रावि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम दुरुस्त दर्ज करेगा।

और उनकी बाबत आवश्यक प्रीमियम भारतीय जीवन निगम को सन्धाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सन्धाय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में सन्धाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्धाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेगा वो संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुस्तक प्रसार देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्धाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्धाय में किए गए किसी व्यतिक्रम को दृष्टि में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्धाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशी/विधिक वारिसों को उक्त राशि का सन्धाय तत्परता से और प्रत्येक वृत्ति में इस स्कीम से पूर्व दाने की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(143)/83-मो.एफ.-2/एस.एफ.-2]

S.O. 1984.—Whereas Messrs. Premier Vegetable Products Limited, 95 Industrial Area, Jhotwara, Jaipur (Rajasthan) (RJ/1587) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the Notification of the Government of India in the Ministry of Labour S.O. 3412 dated the 30-7-1983 and subject to the conditions specified in the Schedule annexed

hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 27-8-1986 upto and inclusive of the 26-8-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

का. प्र. 1983.-संसद न्यू इंडिया एशोरस कांपनी लिमिटेड, 87 मद्रास गार्डो मार्ग फ्लोरा फ्लैट फोर्ट, बम्बई-400023 (एम. एच/8947) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्माचारी भविष्य निधि और प्रकीर्ण उपवन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

श्रीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्माचारी कितो पृथक अन्विष्ट या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्माचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्माचारी निक्षेप सङ्ग्रह बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के वन मंत्रालय की अधिसूचना संख्या का. प्र. 728 तारीख 17-12-1982 के अनुसूची में और इसके पश्चात् अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 29-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 29-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उप-बन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में निरोजित प्रादेशिक भविष्य निधि या उक्त मद्रास को ऐसी विवरणियां भेजेगी और ऐसी लेखा रखेगी तथा निरोजित के लिए ऐसी सुविधाएं प्रदान करेगी जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. निरोजित, ऐसे निरोजण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय तथा कर्माचारियों के निरोजण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. निरोजित, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक जीवन स्कीम के विवरणों को एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्माचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के मुख्यालय पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्माचारी, जो कर्माचारी भविष्य निधि का या उक्त प्रविष्टि के प्रयोजन छूट प्राप्त किसी स्थापन की भविष्य निधि का भाग हो चला है, उक्त स्थापन में नियोजित किया जाता है तो नियोजक उक्त स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उक्त व्यक्ति आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्माचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्माचारियों को उपलब्ध फायदों में समुचित रूप से बृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्माचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्माचारी की मृत्यु पर इस स्कीम के अधीन संश्लेष रकम उस रकम से कम है जो कर्माचारी को उस वृत्ति में संश्लेष होती जब वह उक्त स्कीम के

अधीन होता तो, नियोजक, कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की वशा में, उन मृत सदस्य के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के उन्वाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राजि के हकदार नामनिर्देशितों/विधिक वारिसों को उस राजि का उन्वाय तत्परता से और प्रत्येक वश में हर प्रकार से पूर्ण दाये की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(312)/82-पी.एफ.-2/एस.एस.-2]

S.O. 1985.—Whereas Messrs. New India Assurance Company Limited, 87, Mahatma Gandhi Marg, Flora Fountain Fort, Bombay-400023 (MH/8947) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance Corporation of India for favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the Notification of the Government of India in the Ministry of Labour, S.O. 728 dated the 17-12-1982 and subject to the conditions specified in the Scheduled annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 29-1-1986 upto and inclusive of the 28-1-1986.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/312/82-PF II (SS-II)]

का.प्र. 1984.—मैसर्स नैस्ट कीन लिमिटेड, संके. प्रीमियम लिमिटेड, मा.प्र. शास्त्री मार्ग, फ्लोरा फाउन्टैन, बम्बई-400029 (एम. एन.75) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय या प्रीमियम का सन्दाय किए बिना ही

भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है;

घन केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के भ्रम मंत्रालय की अधिसूचना संख्या का.भा. 729 तारीख 17-12-1982 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 29-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 28-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी-को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी भ्रष्टाचार की दशा में, उन मूल सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्पश्चात् से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(308)/82-मि० एफ.-2/एसएस-2]]

S.O. 1986.—Whereas Messrs Guest Keen Williams Limited Sunkay Pressings Division, Lal Bahadur Shastri Marg, Bhandup, Bombay-400079 (MH/75), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of the India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 729 dated the 17-12-82 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for further period of three years with effect from 29-1-1986 upto and inclusive of the 28-1-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/308/82-PF.II(SS.II)]

का. आ. 1987:—टीमो गफनलाय डाईस एण्ड कम्पोजि:स लिमिटेड) पहले होर्बिस्ट हाउस एण्ड कम्पोजि:स लिमिटेड के नाम से था) होर्बिस्ट हाउस 193 बैकरो रीजलमेशन मरीमाण पोअरुट बम्बई-400031 (एम एन/4517) (जिसे सभे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) के धारा 17 के उपधारा (3क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी: कितने पृथक अधिदाय या प्रेमियम का सन्धाय किए बिना ही, भारतीय जवन बीमा मिशम क्रा:जोवन बीमा स्कम क्रा: सामूहिक बीमा स्कम के अधीन जवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारी: को उक्त फायदों से उचित अनकूल हैं जो उन्हें कर्मचारी: निसेप सहबद्ध बीमा स्कम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कम कहा गया है) के अधीन अनशेय हैं,

यतः केन्द्रीय सरकार उक्त अधिनियम के धारा 17 के उपधारा (3क) द्वारा प्रस्तुत प्रतीतियों का प्रयोग करते हुए और भारत सरकार के कम मन्त्रालय का अधिसूचना संख्या का. आ. 4279 तारीख 26-11-1981 के अनुसरण में और इससे उपलब्ध अनुसूचा में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को 18-12-1985 से तत्तम वर्ष के अर्धवर्ष के लिए जिसमें 17-12-1985 का समाहित है उक्त स्कम के सभी उपलब्धों के प्रवर्तन से छूट देना है।

अनुसूचा:

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को एसी विवरणियाँ भेजना और ऐसे रेखा रखना तथा निरीक्षण के लिए एसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्धाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कम के प्रसारित में जिसके अन्तर्गत योजनाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रेमियम का सन्धाय योजनाओं का अन्तरण निरीक्षण प्रचारों का सन्धाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कम के नियमों का एक प्रति, और जब कभी उनके संशोधन प्रारम्भ हो, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उक्त मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कम के सदस्य के रूप में उसका नाम गुरस्ता दर्ज करेगा और उसकी बात आधिकारिक प्रेमियम भारतीय जवन बीमा निगम को सन्धाय करेगा।

6. यदि सामूहिक बीमा स्कम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनकूल हों जो उक्त स्कम के अधीन अनशेय हैं।

7. सामूहिक बीमा स्कम में किसी बान के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कम के अधीन सन्धाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्धाय होती जब वह उक्त स्कम के अधीन होता तो, नियोजक कर्मचारी के विधिक धारिस/नामनिर्दिष्ट को प्रतिकर के रूप में दोनों रकमों के अन्तर को बराबर रकम का सन्धाय करेगा।

8. सामूहिक स्कम के उपलब्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जवन बीमा निगम की उस सामूहिक बीमा स्कम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं या इस स्कम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी करण्यग नियोजक भारत जीवन बीमा निगम द्वारा नियत शर्तों के अन्तर्गत प्रीमियम का सन्दाय करने में असफल रहता है और पालिसी को ब्यवगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण राशि की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014(343)/83-पी. एफ.-2/एसएस-2]

S.O. 1987.—Whereas Messrs. Mafatal Dyes and Chemicals Limited, (Formerly Hoechst Dyes and Chemicals Limited) Hoechst House, 193 Backbay Reclamation, Nariman Point P.O. 1473 Bombay-40021 (MH/4527), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4279 dated the 26-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for further period of three years with effect from 18-12-1985 upto and inclusive of the 17-12-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in the establishment, the employer shall immediately enrol

him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the notice is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/343/82-PF,II(SS,II)]

का० आ० 1988—मैसर्स थन्गार्ड पेरिगर ट्रान्स्पोर्ट कार्पोरेशन, 3/137 सलामेद बालचारेंडकी पोस्ट आफिस विल्लूपूरम-605602 (टी०एन०/8094) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुजेय हैं ;

प्रतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० प्रा० 4063 तारीख 11-12-1982 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 4-12-1985 से तीन वर्ष की अवधि के लिये जिसमें 3-12-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, तमिल नाडु को ऐसे विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसे सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रमारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रमारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले हो, सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसको बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस वृत्ति

में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक, भारतीय जीवन बीमा निगम द्वारा नियत तारिख के भीतर, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशितों/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे को प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(383)/82-पी.एफ.-2/एस एस-2]

S.O. 1988.—Whereas Messrs. Thanthai Periyar Transport Corporation, 3/137 Salamedu, Valuchareddi, P.O. Villupuram-605602 (TN/8094), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4063 dated the 11-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for further period of three years with effect from 4-12-1985 upto and inclusive of the 3-12-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/1983] 82-PF.II(53.II)]

का. प्र. 1989:—मैसर्स राजस्थान स्टेट माइन्स एण्ड लिमिटेड, 4 मीरा मार्ग, उदयपुर (राजस्थान) (आर. जे/241), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) में कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिधाय या प्रीमियम का सन्धाय किए बिना ही भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निलेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभोग हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और भारत सरकार के भ्रम मंत्रालय की अधिसूचना संख्या का. प्र. 2007 तारीख 14-4-1983 के अनुसार में और इसके उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 30-4-1986 से तीन वर्ष की अवधि के लिए जिसमें 29-4-1989 की सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्धाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्धाय लेखाओं का अन्तरण, निरीक्षण प्रचारों का सन्धाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुशोधित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम दुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्धाय करेगा ।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप से युक्ति की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग हैं ।

7. समूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को भुगतान पर इस स्कीम के अधीन सम्बन्धित रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में सम्बन्धित होनी जब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मचारी के विधिक बारिस/नामनिर्देशितों को प्रतिभर के रूप में दोनों रकमों के अन्तर के बराबर रकम का समन्वय करेगा।

8. समूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक संशोधन वि.म.मुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का तत्पश्चात् हा वहाँ, प्रादेशिक भविष्य विधि प्रायुक्त, अपना अनुमोदन देते से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविधायुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस समूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किता रीति से कम हो जाते हैं, तो यह छूट, खर्च को जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तरीके के अन्तर्गत प्रीमियम का समन्वय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है, तो यह छूट, खर्च को जा सकती है।

11. नियोजक द्वारा प्रीमियम के समन्वय में किए गए किसी व्यक्तिगत को वक्ता में उन मृत सदस्यों के नामनिर्देशितों या विधिक बारिसों को, जो यदि यह छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के समन्वय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों/विधिक बारिसों का उस राशि का समन्वय तत्पश्चात् से और प्रत्येक वर्ष में हर प्रकार से पूर्व दावे का प्राप्ति के एक मास के अन्तर्गत सुनिश्चित करेगा।

[संख्या एस-35014(61)/83-पी.एफ. 2/एस.एस.-2]

S.O. 1989.—Whereas Messrs. Rajasthan State Mines and Minerals Limited, 4 Meeru Marg, Udaipur, Rajasthan (RJ/241), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976. (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 2067 dated the 14-4-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 30-4-1986 upto and inclusive of the 29-4-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted, under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium due within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(61)/83-PF-II(SS-II)]

का.पा. 1980.—मैसर्स विजयेश कम्पाइन लिमिटेड, प्लॉट नं-16, एस आई को सी. एस्टेट, सतपुर नासिक (एम. एस/11293) जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है ने कर्मचारी भविष्य विधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 (क) उपधारा (2) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी कितनी पुष्क अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल है जो उन्हें कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभोग्य है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अन्तर्गत प्रजापति की अधिसूचना संख्या का.प्र. 742 तारीख 18-12-1982 के प्रसूचन में और इसके उपादान अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 28-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 28-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसे विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसे सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किमी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर, इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(28)/83/प. एफ. 2/वृ. एस-2]

S.O. 1990.—Whereas Messrs Business Combine Limited, Plot No. 16, MIDC Estate, Satpur, Nashik (MH/11293), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 742 dated the 18-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 29-1-1986 upto and inclusive of the 28-1-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/298/83-PF.II(SS.II)]

का.पा 1991—मैसर्स को-प्रोपर्टी बैंक आफ महाराष्ट्र लिमिटेड, ईड फाक्टिस—महाराष्ट्र बैंक चम्बरस, रिलीफ रोड, महाराष्ट्र-380001 (जो.जे/4677) जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पूरक भविष्य या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभोग्य हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अम मंत्रालय की अधिसूचना संख्या का. पा. 4559 तारीख 8-11-1983 के अनुसरण में और इसके उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 17-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 16-12-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय लेखाओं का अन्तरण, निरीक्षण प्रभावों का संवाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य शर्तों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भुगत करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक प्रविष्य निधि प्रायुक्त गुजरात के पूर्व प्रमुदोवन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक प्रविष्य निधि प्रायुक्त, अपना प्रमुदोवन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अधिकृत अधिकार देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को इस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत सारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रह जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकम का वक्ता में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन, जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों का उन राशि का संदाय तत्परता से और प्रत्येक वक्ता में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(206)/83-पी.एफ.-2/स.एस.-2]

S.O. 1991.—Whereas Messrs. Cooperative Bank of Ahmedabad Limited, HO-Ahmedabad Bank Chambers, Relief Road, Ahmedabad-380001 (GJ/4677), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4559 dated the 18-11-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 17-12-1986 upto and inclusive of the 16-12-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of Insurance premia, transfer accounts, payment of inspection charges etc. shall be borne by the employee.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/206/83-PF.II(SS.II)]

का. प्र. 1992.—मैसर्स कोऑपरेटिव बैंक ऑफ अहमदाबाद लिमिटेड, ठाड़ीकोम्ब-624709, दिन्दीनल (टी.के.) जिला पुणे (टी.एन/7692). (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी प्रविष्य निधि और प्रकोप उपबंध अधिनियम, 1952 (1952 का 19) जिसे इसमें

इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए प्रारम्भ किया है।

घोर केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिव्यक्ति या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं। वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी नियोजन समुदाय बीमा स्कीम, 1978 (जिसे इससे पहले पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए घोर भारत सरकार के अर्थ मंत्रालय की अधिसूचना संख्या का. भा. 1636 तारीख 8-3-1983 के अनुसरण में घोर इससे उपबद्ध प्रवृत्तियों में विनिर्दिष्ट शक्तों के अधीन रहते हुए उक्त स्थापन को, 19-3-1986 से तीन वर्ष की अवधि के लिए जिसमें 18-3-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक अधिकारी/निधि आयुक्त समितिकार को ऐसी विवरणियां सौंपना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करना जो केन्द्रीय सरकार समय-समय पर निरीक्षण करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की सज्जति के 15 दिन के भीतर संदाय करना जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अन्तर्गत समय-समय पर निरीक्षण करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय लेखाओं का अन्तर्गत निरीक्षण प्रभावों का संदाय आदि का है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी अधिकारी/निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का अधिकारी/निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उक्त बीमा आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में संवेद होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संवाय करेगा।

8. सामूहिक स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक अधिकारी/निधि/आयुक्त समितिकार के पूर्ण अनुमोदन के बिना नहीं किया जाएगा।

घोर जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक अधिकारी/निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का मुक्तिपुत्र प्रवृत्त करेगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम की वक्ता में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो अधिकार, छूट नहीं दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिकवारिसों को उस राशि का संवाय तत्परा से और प्रत्येक वक्ता में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस+36014(32)/83-पी.ए.फ.2/एस.एस-2]

S.O. 1992.—Whereas Messrs. Bhuvaneshwari Textiles Private Limited, Thadicombu-624709 Dindigul (TK) Anna District (TN)7692 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of the India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 1636 dated the 8-3-83 and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 19-3-1986 upto and inclusive of the 18-3-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/32/83-PF.II(SS.ID)]

का. आ. 1993.—मैसर्स भारत विश्व मिल्स लि., कलोल (एन. जी.) प्रदत्त वाक्य (जी.जे./113) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वह ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो

उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिनियुक्ता संख्या का.आ. 3556 तारीख 2-8-1983 के अनुरूप में और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की, 13-8-1986 से तीन वर्ष की अवधि के लिए जिसमें 12-8-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रश्नों, का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणाली में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रश्नों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कम उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या के भाषा में उसके मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरंत दर्ज करेगा और उसके बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पोलिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सब्सिडियों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह छूट न गई होती जो उक्त स्कीम के अस्तंगत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों/विधिक वारिस को उस राशि का सन्दाय तत्परता से और प्रत्येक वृत्ति में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[फा० संख्या एस-35014(125)/83/पी.ए. 2/एस.एस-2]

S.O. 1993.—Whereas Messrs. The Bharat Vijay Mills Limited, Kalol (N-G) Ahmedabad (GJ/313) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3556 dated the 2-8-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establish-

ment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 13-8-1986 upto and inclusive of the 12-8-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

नई दिल्ली, 30 अप्रैल, 1986

का. भा. 1994.—केन्द्रीय सरकार को यह प्रतीत होता है कि सैसर्स आनंद फूड प्रोटेक्ट्स 108/5 पी. रोड, कानपुर नामक स्थापन से संबंधित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[संख्या एस-35019(152)/86-एस. एस-2]

New Delhi, the 30th April, 1986

S.O. 1994.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Anand Food Products, 108/5 P. Road, Kanpur have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(152)/86-SS-II]

नई दिल्ली, 1 मई, 1986

का. भा. 1995.—सैसर्स दी राजकोट जिला को-ऑपरेटिव बैंक लि., सहयोग, छेबरभाई रोड, राजकोट-1 (जी. जे 4860) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पूषक अभिवाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहें हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. भा. 3040 तारीख 17-8-1982 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 28-8-1985 से तीन वर्ष की अवधि के लिए जिसमें 27-8-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम

का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संवाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरंत दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस वषा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संवाय करेगा।

8. सामूहिक स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रहूँगी जो जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्वाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रहूँगी जो जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्वाय में किए गए किसी व्यतिक्रम की वषा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्वाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्वाय तत्परता से और प्रत्येक वषा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(85)/82-पी.एफ.-2/एस.एस.2.]

New Delhi, the 1st May, 1986

S.O. 1995.—Whereas Messrs. The Rajkot District Co-Operative Bank Limited, Sahyog, Dhebarbhai Road, Rajkot-I (GJ/4660) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter referred to as the said Act.

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3040 dated the 17-8-1982 and subject to the conditions specified in the Schedules annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 28-8-1985 upto and inclusive of the 27-8-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately. If the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/85/82-PF.II(SS.II)]

का.प्र. : 1996—भैरव बैंक कम पलांट एन्ड इन्सूरेंस मैनेजमेंट लिमिटेड, 48-ए, मुम्बई, पुणे-411036 (एम.एच. 8673) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक भविष्य या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निगम सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्र. 618 तारीख 13-12-1982 के अनुसरण में और इससे उपाज्ज अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 22-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 21-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय प्रादि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सहुदत करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी की उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस मामनिर्देशिता को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपधन्यों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय, जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिगत की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिता विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(287)/82-मी.एफ.-2/एस.एस-2]

S.O. 1996.—Whereas Messrs. Vacuum Plant and Instrument Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter Pune-411036 (MH/8673) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter referred to as the said Act.

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of the India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour S.O. 618 dated the 13-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 22-1-1986 upto and inclusive of the 21-1-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/287/82-PF.II(SS.II)]

का. प्रा. 1997:—मैसर्स की टाटा हाईड्रोइलेक्ट्रिक पावर सप्लाई कम्पनी लि., बाम्बई हाऊस, 24 होमी मोदी बार्ली, फोर्ट बम्बई-4000023 (एम० एच० / 9080) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य विधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिवाय या प्रीमियम का संवाय किये बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन् फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूये हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-(2क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 313 तारीख 26-11-1982 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को 8-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 7-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों को प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 18 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3-क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के निदमों की एक प्रति और जब कभी उनमें संशोधन किया जाये तब उस संशोधन की प्रति तथा कर्मचारियों

की बहुसंख्या की भाषा में उसकी मूल्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूये हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा ।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्ति-युक्त अवसर देगा ।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो, यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संवाय करने में असफल रहता है और पालिसी को व्ययगुप्त हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितीयों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संवाय का, उत्तरदायित्व नियोजक पर होगा ।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नागनिर्देशिती विधिक वारिसों को उस राशि का संवाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण धावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014 (345)/82-पी. एफ.-2/एस.एस-23]

S.O. 1997.—Whereas Messrs. The Tata Hydro Electric Power Supply Company Limited, Bombay House, 24, Homi Mody Street Fort, Bombay-4000023 (MH/9080) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 313 dated the 26-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 8-1-1986 upto and inclusive of the 7-1-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/345/82-PF.II(SS.II)]

का. आ. 1988.—मैसर्स एसोसिएटेड सिमेंट कम्पनी लिमिटेड 121, महर्षि कार्बे रोड, बम्बई-4000020 के (1) किमोरे सिमेंट वर्क्स, किमोरा, मध्य प्रदेश (एम पी/45), (2) कटनी फायर ब्रिक्स और पौटरी, कटनी, मध्य प्रदेश (ए एच/48) (3) मेहगांव सिमेंट वर्क्स, मेहगांव, म. प्र. (म. प्र./47) (4) जेमल सिमेंट वर्क्स जेमल म. प्र. (म. प्र.-978) स्थित शाखाएँ, (जिसे इसमें इसको पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसकी पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1978 (जिसे इसमें इसको पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-(2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार की श्रम मंत्रालय की अधिसूचना संख्या का. आ. 3935, तारीख 6-11-1982 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 27-11-1985 से तीन वर्ष की अवधि के लिए जिसमें 26-11-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के अधीन अनुज्ञेय है ;

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी दिशरूपायां भेजेंगी और ऐसे लेखा रखेंगी तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेंगी जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के प्रथम समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, दिशरूपायां का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखकों का अन्तरण, निरीक्षण प्रभारों का सन्दाय प्राप्ति भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. निर्दिष्ट केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या को भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित होगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पत्रने ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उक्त फायदे वक़्तों पर मिलते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनकूल हों, जो उक्त स्कीम के अधीन सम्मिलित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उत रकम से कम है जो कर्मचारी को उस वक़्त में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविशुद्ध अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय, जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदे के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक वक़्त में हर प्रकार से पूर्ण राशि की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(417) 82-पी.एफ-2 एस.एस-2]

S.O. 1998.—Whereas Messrs. Associated Cement Companies Limited, 121, Maharshi Karve Road, Bombay-400020 in respect of their Units at (1) Kymore Cement Works, Kymore-MP(MP/45(2) Katni Fire Bricks and Pottery, Katni-MP(MP/46)(8) Mehgaon Cement Works Mehgaon-MP(MP/47) and (4) Jamul Cement Works Jamul MP(MP/978) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment

of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of the India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour S.O. 3935 dated the 6-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 27-11-1985 upto and inclusive of the 26-11-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, and the policy by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S.35014/417/82-PF. II(SS.II)]

का.प्र. 1999 :—मैसर्स दी न्यू विनोद सिल्क मिल्स प्राइवेट लि० कस्तूरचन्द मिल्स एस्टेट, दादर, बम्बई-400028 (एम.एन./450), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिधाय या प्रीमियम का सन्दाय किए बिना भी भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे अपने कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निवेश सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्जेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्र. 921 तारीख 23-12-1982 के अनुसरण में और इससे उदाहरण घनसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 12-12-1986 से तीन वर्षों की अवधि के लिए जिसमें 11-2-1989 भी सम्मिलित है, उक्त स्कीम के मागे उपायों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियाँ भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास को समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुमंजरा को माता में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रसारित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का

पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उनका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम का सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उक्त फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उक्त फायदों में समुचित रूप से वृद्धि का ज्ञान हो आसना करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्जेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन रकम सन्दाय उक्त रकम से कम है जो कर्मचारी को उस वृत्ति में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्दिष्टों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उक्त शर्तों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को यथा दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में अक्षम रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी अपेक्षा की दशा में, उन मृत सदस्यों के नामनिर्दिष्टियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अधीन होते, बीमा फायदों के सन्दाय का उत्तरदायित्व निगम पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्दिष्टों विधिक वारिसों का उक्त राशि का सन्दाय तत्पश्चात् से और प्रेषित दशा में हर प्रकार से पूर्ण दावे को प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एम-35014(462) 82-पं.एन.-2(ए.एन.-2)]

S.O. 1999.—Whereas Messrs. The New Vinod Silk Mills Private Limited, Kasturchand Mills Estate, Dadar, Bombay-400028, MH/450) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 921 dated the 23-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 12-2-1986 upto and inclusive of the 11-2-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure

prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/462/82-PF. II (SS. II)]

का.भा. 2000—मैसर्स भारी गुड्स कैरियर्स (प्राइवेट) लिमिटेड, 4740 रोशनारा रोड, देहली (डी. एल./1007) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किमी पृथक प्रमिषय या प्रमिषय का संदाय दिए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं व ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सङ्ग्रह बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिनियम संख्या का. भा. 911 तारीख 23-12-82 के अनुसूचन में और इसमें उल्लेख अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 12-2-1986 से तीन वर्ष की अवधि के लिए जिसमें 11-2-1989 भी सम्मिलित है, उक्त स्कीम के सभी उल्लेखों के प्रवर्तन से छूट देती है ।

अनुसूचि

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि प्रामुख वेहली को ऐसी विवरणियां भेजी और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समकाल पर निदिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रमारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समकाल पर निदिष्ट करे ।

3. सामूहिक बीमा स्कीम के उद्घाटन में, जिसके अनुगत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रमिषय का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रमारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुसूचित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उन्हें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को ब्युत्पन्ना की भाषा में उसकी मुख्य बातों का प्रसूचन, स्थापन के सूचना-पट्ट पर प्रसारित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उक्त नाम तुरन्त दर्ज करेगा और उनकी बाबत आवश्यक प्रमिषय भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं ।

7. सामूहिक बीमा स्कीम में किसी बात को होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी की उस दशा में संवेद्य होती जब वह उस स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/अभिनिमित्तों का प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उद्देश्यों में कोई भी संशोधन, प्रादेशिक अतिरिक्त निधि आयुक्त देहली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ा का संभावना हो वहाँ, प्रादेशिक अतिरिक्त निधि आयुक्त, अथवा अनुमोदन से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित किया जाएगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उन सामूहिक बीमा स्कीम के, जिसे स्थापन करने के लिए बुलाया है, अधीन नहीं रह जाते हैं, या इन स्कीम के अधीन कर्मचारियों का प्राप्ति होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में अवकाश रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशनियों या विधेयक वारिसों को जो यदि यह, छूट न दी गई होती तो उन स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, भारतीय कृषि रोग संशोधन परिषद के विधिक वारिसों को उस राशि का संदाय तत्परता से मोटा प्रवेष्ट दशा में हर प्रकार से पूर्ण बाधों की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[सं. एत. 35014 (464)/82-नो. एफ. 2/एन. एम 2]

S.O. 2000.—Whereas Messrs. Bhari Goods Carriers (Private) Limited, 4740, Roshanara Road, Delhi (DL/1007), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any generate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour S. O. 911 dated 23-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 12-2-1986 upto and inclusive of the 11-2-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of the exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/464/82-PF. II (SS. II)]

का. आ. 2001: मैसर्स जयपुर गोल्डन ट्रांसपोर्ट कम्पनी (रजि.) आगरा रोड, जयपुर (आर. जे. 632) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी अधिभूति निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने से लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक भविष्य या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभव है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. प्रा. 1633 तारीख 8-3-83 के अनुसरण में और इससे उपायध्व अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 19-3-1986 से तीन वर्ष की अवधि के लिए जिसमें 18-3-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समव-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समव-समय पर निर्दिष्ट करे ;

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या को भाषा में उसका मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किस स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उलम्ब फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभव हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम में कम है जो कर्मचारी को उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पढ़ने अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में प्रतकन रहता है, और पानिस्तों का व्ययगत हो जाने बिना जाना है तो छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वृत्ति में उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट नहीं गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. इस स्कीम के अधीन आने वाले किसी सदस्य का मृत्यु होने पर भारतीय बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक वृत्ति में ह प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा ।

[सं. एस. 35014 (29)/83/बी. एक.-2/एस. एस.-2]

S.O. 2001.—Whereas Messrs Jaipur Golden Transport Company (Regd.), Agra Road, Jaipur (RJ/632), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 1633 dated the 8-2-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from the 19-3-1986 upto and inclusive of the 18-3-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/29/83-PF. II(SS-II)]

का.पा. 2003—मैसर्स केबल कारपोरेशन आफ इण्डिया लिमिटेड, पुनम पैम्बर्स, छठी मंजिल, डा. ए.बी. रोड, वरली बम्बई-400018 (एम.एच./5507) और असल-असल क्षेत्र में स्थित इसकी शाखाएं जो कि इसी कोड नम्बर के अंतर्गत आते हैं। (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक भविष्य या प्रीमियम का सन्धाय किए बिना ही, भारतीय जीवन बीमा निगम को जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी विशेष सहृदय बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.पा. 2088 तारीख 18-4-1983 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 7-5-1986 से तीन वर्ष की अवधि के लिए जिसमें 6-5-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए एवं सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रचारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्धेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्धेय होती तब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त अथवा अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पॉलिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिरिक्त की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम बीमाकृत राशि के हकदार नाम निर्देशित विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(47)/83-पी.एफ.-2(एसएस-2)]

S.O. 2002.—Whereas Messrs. Cable Corporation of India Limited, Poonam Chambers, 6th floor, Dr. A. B. Road, Worli-Bombay-400018 (MH/5507) including its branches located in different regions and covered under the same code number, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme,

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 2088 dated the 18-4-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 7-5-1986 upto and inclusive of the 6-5-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation, the employer.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/47/83-PF. II (SS-II)]

नई दिल्ली, 2 मई, 1986

का.प्र. 2003.—मैसर्स न्यू भारीक मिल्स (मफत लाल इंडस्ट्रीज लिमिटेड का प्रभाग) कापडखन मार्ग, नांदेड (जी.जे., 1363) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारियों भविष्य निधि और प्रकाश उपकरण अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय अधिनियम संख्या का.प्र. 2801 तारीख 13-7-1982 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापना को, 31-7-1986 से तीन वर्ष की अवधि के लिए जिसमें 30-7-1985 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियाँ भेजेगा और उसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणालन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीना प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभागों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत निम्नोक्त द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उसी संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीना स्कीम के सदस्य के रूप में उसका नाम गुरत दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूलन हों, जो उक्त स्कीम के अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में सन्देश्य होता, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किस संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी की व्यपन्न हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्ति-क्रम की वृत्ति में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक

वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होता।

12. इन स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे का प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[गंदा एस-35014/71/82-वी.एफ-2/एस.एस.-2]

S.O. 2003.—Whereas Messrs. New Shorrock Mills (Division of Mafat Lal Industrial Limited) Kapadvanj Road, Nadiad (WRLY) (GJ/363) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter referred to as the said Act.

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 2801 dated the 13-7-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 31-7-1985 upto and inclusive of the 30-7-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/71/82-PF. II (SS-II)]

का.प्र. 2004--पैयर्स श्री रामाकृष्ण स्टील इंडस्ट्रीज लिमिटेड, "कर्मादाई पोस्ट कोडम्बटूर-641104 (टी.एन./6190)) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त "स्थापन" के कर्मचारी किसी पृथक् अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी विशेष सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन प्राप्त हो रहे हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्र. 1338 तारीख 4-2-83 के मासुरण में इससे उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रद्द हो चुका उक्त स्थापन की, 26-2-1986 से तीन वर्ष की अवधि के लिए जिसमें 25-2-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

धनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु को ऐसी विवरणियाँ भेजनी और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करनी जो केन्द्रीय सरकार समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय प्राप्ति भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि या पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरुरत दर्ज करेगा और उसकी बाबत प्राबल्य के प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सुविष्ट रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस वृषा में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वरिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के अन्तर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अवसर प्रदान करेगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिनी की व्यगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशिनीयों या विधिक वरिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिनी/विधिक वरिसों की उन राशि का सन्दाय तत्परता से और प्रत्येक वृषा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(480)/82-पीएफ-2(एस.एस.2)]

S.O. 2004.—Whereas Messrs. Sri Ramakrishna Steel Industries Limited, Karamadai Post, Coimbatore-641104 (TN/6190) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment, are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 1338 dated the 11-2-1983 and subject to the conditions specified in the Schedule annexed hereto to the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 26-2-1986 upto and inclusive of the 25-2-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient, features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund

Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Whereas, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/480/82-PF.II(SS.II)]

नई दिल्ली, 5 मई, 1986

का.प्र. 2005—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापन को लागू किये जाने चाहिए।

1. मेसर्स कम्प्लेक्स सर्विस सिम्पलैक्स कालोनी जी.ई. रोड रवि नगर दुर्ग (म.प्र.)
2. मेसर्स नगरिक सहकारी बैंक मर्यादित, ग्वालियर नया बाजार ग्वालियर।
3. मेसर्स लिम्क्या एक्सटेंशन (प्रा.) लिमिटेड 48, इंडस्ट्रियल एरिया, सतना 485001 (म.प्र.)
4. मेसर्स विन लैब्रोटेरी प्रा. लिमिटेड, 44 गुलशन टी.आई.टी. रोड रतलम, (म.प्र.) और इसका 142 ए. बी. कंवीबली इंडस्ट्रियल इस्टेट, कदवली (बैस्ट) ब्रम्हई स्थित रजिस्टर्ड कार्यालय।
5. मेसर्स एम.पी. इंडस्ट्रियल इंजिनियर्स प्राइवेट लिमिटेड बिट्टल स्मृति गेट ईस्टर्न रोड, रायपुर 492001 इसका मध्य हाउस राइट टाउन जबलपुर स्थित भी कार्यालय।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1, की उपधारा 4, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[एच.-35019(154)/86 एच.एस. 2]

New Delhi, the 5th May, 1986

S.O. 2005.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be applicable to their respective establishments namely :

1. M/s. Complex Services, Simplex Colony G.E. Road, Ravi Nagar Durg (M.P.).

2. M/s. Nagrik Sahakar Bank Maryadit, Gwalior Naya Bazar, Gwalior.
3. M/s. Vindya Extrusions (Private) Ltd., 48, Industrial Area, Satna-485001 (M.P.).
4. M/s. Win Laboratories Private Limited, 44, Gulshan, T.I.T. Road, Ratlam (M.P.) including its Registered Office at 142 AB, Kandivli Industrial Estate, Kandivli (West) Bombay.
5. M/s. M.P. Industrial Engineers Private Ltd., Vithal, Smruti Great Eastern Road Raipur-492001, including its Branch Office at Maathye House 5 Wright Town, Jabalpur.
5. M/s. Turaurban Co-operative Bank Limited, P.O. Tura, Meghalaya.
6. M/s. Assam State Minor Irrigation Development Corporation Limited Ujubari, Gauhati-7, including its branches at Nalbari, Bangaigaon, Tezpur, Nowgong and Jorhat, MIDC Divisions and also different Sub-Divisions.

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishments.

[No. S-35019(154)/86-SS-II]

का.प्र. 2006 :—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 18) के उपबन्ध सम्बन्धित स्थापन को लागू किये जाने चाहिए—

1. मैसर्स फिश फार्मर्स डेवलपमेंट एजेंसी, साउथ त्रिपुरा कस्बा, उदयपुर, त्रिपुरा ।
2. मैसर्स तेजपुर डीजल्स, एन टी रोड, तेजपुर-784001, आसाम
3. मैसर्स भरतपुर ऑक्सीजन लिमिटेड, पोस्ट प्राफिस धालिंगांव बोंगियागांव, आसाम
4. मैसर्स बी ट.इप टिफिन कम केयर प्राफ स्पेशल ध्यूरो, तेजपुर (आसाम)
5. मैसर्स तुरा ग्रवन कोमपरेटिव बैंक लिमिटेड, पोस्ट प्राफिस तुरा, मेघालय, आसाम
6. मैसर्स आसाम स्टेट माइनर एरिगेशन डेवलपमेंट कोरपोरेशन लिमिटेड, उल्लवारी, गोहाती और इसकी भेलवारी, वागेगो, तेजपुर, नाऊगोंग और जोरहाट स्थित शाखाएं तथा एम.आई. डी.सी. डिविजन और प्रलग-प्रलग सब-डिविजन ।

अतः केन्द्रीय सरकार उप धारा नियम की धारा, 1, की उपधारा 1, द्वारा शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[एस-35019(155)/86-एस.एस. 2]

ए.के. मट्टारानी, प्रवर सचिव

S.O. 2006.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be applicable to the respective establishments namely:

1. M/s. Fish Farmer's Development Agency, South Tripura, Dt. Udairpur, Tripura.
2. M/s. Tezpur Diesels, N.T. Road, Tezpur-784001, Assam.
3. M/s. Bharatpur Oxygen Limited, P.O. Dhalingaon Assam (Bangaigaon).
4. M/s. 'B' Type Tiffin Room, C/o Special Bureau, Tezpur (Assam).

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishments.

[S. 35019(155)/86-SS-II]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 28 मई, 1986

प्रादेश

का.प्र. 2007 :—मैसर्स चिक-एन-मीट, स्टील प्रचारिटी प्राफ इंडिया लि. के केन्टीन ठेकेदार, पहाड़पुर स्टाक यार्ड, कलकत्ता के प्रबंधन से संबंध नियोजकों और उनके कर्मचारों के बीच, जिनका प्रतिनिधित्व कलकत्ता डाक वर्क्स यूनियन (एस०एम०एस०) 27, सकुलर गार्डन, रीच रोड, कलकत्ता-700023 करती है, एक औद्योगिक विवाद विद्यमान है;

और उक्त नियोजकों और कर्मचारों में औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को माध्यस्थ के लिये निर्देशित करने का करार कर लिया है और उक्त अधिनियम की धारा 10-क की उप-धारा (3) के अधीन उक्त माध्यस्थ करार की एक प्रति केन्द्रीय सरकार को भेजी गई है।

अतः, धन, उक्त अधिनियम की धारा 10-क की उप धारा (3) के अनुसरण में, केन्द्रीय सरकार उक्त करार को एतद्वारा प्रकाशित करती है।

(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन) पक्षकारों के नाम :

नियोजकों का प्रतिनिधित्व करने वाले : श्री तारा गंकर चौधरी, प्रोप. मैसर्स चिक-एन-मीट, (स्टील प्रचारिटी प्राफ इंडिया लि. के केन्टीन ठेकेदार) 62/3, टोल्सी, गंगे रोड, कलकत्ता-700033

कर्मचारों का प्रतिनिधित्व करने वाले : श्री बी. प्रसाद, जनरल सैक्रेटरी, कलकत्ता डाक वर्क्स यूनियन, 27-बी, सकुलर गार्डन रीच रोड, कलकत्ता-700023

पक्षकारों के बीच निम्नलिखित विवाद को श्री एस०एम० मोहन्ती क्षेत्रीय अयायुक्त (केन्द्रीय), कलकत्ता, दूसरी एम० एस० बिल्डिंग, निजाम पैलेस (पॉपवां तल), 234/4, आचार्य जे० पी० बोस रोड, कलकत्ता-700020 के माध्यस्थ के लिये निर्देशित करने का करार किया गया है।

1. विनिश्चित विवाद प्रस्त विषय :

कलकत्ता डाक वर्क्स यूनियन द्वारा मैसर्स चिक-एन-मीट, स्टील प्रचारिटी प्राफ इंडिया के केन्टीन ठेकेदार, कलकत्ता को दिया गया तारीख 25-2-86 का हड़ताल नोटिस संख्या सी०डी०डब्ल्यू० यू०/382/86 जो निम्नलिखित मांग पत्र के बारे में था :—

(1) वर्ग "क", वर्ग "ख", वर्ग "ग" और वर्ग "घ" कर्मचारों के मासिक वेतन में संशोधन।

- (2) सभी मिस्त्रियों और केन्टीन ब्याय को एक वर्ष में 30 दिन की पी०एल० और 15 दिन का प्राकस्मिक अवकाश।
- (3) घाउट और झूटी पर लगे केन्टीन ब्यायों को एक रैन कोट दिया जाये।
- (4) सभी मिस्त्रियों और केन्टीन ब्यायों को प्रत्येक वैकल्पिक वर्ष में एक ऊनी स्वेटर या इसके लिये 45/- रु०।
- (5) सभी मिस्त्रियों और केन्टीन ब्यायों के लिये एक वर्ष में दो सैट पेंट और दो सैट पूरी बाजू की कमीजें या इसके लिये 200/- रु०।
- (6) सभी मिस्त्रियों और केन्टीन ब्यायों के लिये 10 की दर से प्रति वर्ष बोनस।
- (7) सभी मिस्त्रियों और केन्टीन ब्यायों के लिये खुलाई भत्ते के रूप में प्रति व्यक्ति 20/- रु० प्रति माह।
- (8) मिस्त्रियों और केन्टीन ब्यायों के मूल वेतन का 8.33% भविष्य निधि की कटौती की जाये।
- (9) सभी मिस्त्रियों और केन्टीन ब्यायों के लिये 3 राष्ट्रीय अवकाशों सहित 19 कार्यविवर्तों का अवकाश।
- (10) मिस्त्रियों और केन्टीन ब्यायों दोनों को कार्य अवकाशों या छुट्टियों के दिन के लिये उनके वेतन की दर के बराबर भुगतान किया जाये।
- (11) मिस्त्रियों और केन्टीन ब्यायों को उनकी मजदूरी से बुगुना समायोपरि भत्ता दिया जाये।
- (12) सभी कर्मकारों को मजदूरी स्लिप और पहचान-पत्र जारी किये जायें।
- (13) सभी कर्मकारों के झूटी बटे 8 घंटे होने चाहिये।
- (14) सभी कर्मकारों को भुगतान प्रति माह 10 तारीख को या इससे पहले किया जाये।

(2) विवाद के पक्षकारों का विवरण :

मैसर्स चिक-एन-मीट, स्टील अथॉरिटी ग्राफ इंडिया लि० के ठेकेदार, हत्ता, 62/3, टोल्ली गंगे रोड, कलकत्ता-700033 से सम्बद्ध जक और उनके कर्मकार, जो स्टील अथॉरिटी ग्राफ इंडिया लि० के पुर स्टॉक यार्ड, जिनका प्रतिनिधित्व कलकत्ता डॉक वर्कर्स यूनियन (एच०एम०एस०) 27-बी, सर्कुलर गार्डन रोड, किंदर पुर कलकत्ता-700023 करती है, से सम्बद्ध है।

- (3) कर्मकार का माम यदि यह विवाद कलकत्ता डॉक वर्कर्स यूनियन, में स्वयं अन्तर्गस्त है, या यदि कोई 27-बी, सर्कुलर गार्डन रोड संघ प्रस्तुत कर्मकारों या कर्मकार रोड, किंदरपुर, कलकत्ता-का प्रतिनिधित्व करता हो, तो उस 700023 का नाम।

- (4) प्रभावित उपक्रम में नियोजित कर्म- 24
कारों की कुल संख्या

- (5) विवाद द्वारा प्रभावित या सम्भाव्यतः 24
प्रभावित होने वाले कर्मकारों की
प्राक्कलित संख्या

मध्यस्थ अपना पंचाट छह मास की कालावधि या इतने और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाये, देगा। यदि पूर्व वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता, तो माध्यस्थ्य के लिये निवेश स्वतः रह जायेगा और हम नये माध्यस्थ्य के लिये बात-चीत करने को स्वतन्त्र होंगे।

पक्षकारों के हस्ताक्षर

नियोजकों का प्रतिनिधित्व करने वाले :

ह०/-

(तारा शंकर चौधरी) प्रॉपराइटर,
मैसर्स चिक-एन-मीट, कलकत्ता।

कर्मकारों का प्रतिनिधित्व करने वाले :

ह०/-

(बी० प्रसाद,) जनरल - सैनेटरी,
कलकत्ता डॉक वर्कर्स यूनियन

साक्षी :—

1. ह०/- 1-4-86

2. ह०/-

3. ह०/-

मध्यस्थ की सहमति

मैसर्स चिक-एन-मीट, मैसर्स स्टील अथॉरिटी ग्राफ इंडिया लि० के
केन्टीन ठेकेदार, पहाड़पुर स्टॉक यार्ड, कलकत्ता-700088

और

कलकत्ता डॉक वर्कर्स यूनियन (एच०एम०एस०) 27/बी, सर्कुलर गार्डन
रोड, कलकत्ता-700023

के बीच औद्योगिक विवाद में

14-गुज़ी मांग-पत्र के बारे में औद्योगिक विवाद में औद्योगिक
विवाद अधिनियम, 1947 की धारा 10-क के अधीन मध्यस्थ के रूप में
काम करने के लिये मैं अपनी सहमति व्यक्त करता हूँ।

तारीख 1-4-86

ह०/-

(एस०एम० मोहन्ती),

जेनरीय अमायुक्त (केन्द्रीय), कलकत्ता
और मध्यस्थ

[संख्या एल-26015/1/86-बी०-3(बी)]

हरी सिंह, डीस्क अधिकारी

New Delhi, the 28th April, 1986.

ORDER

S.O.2007:—Whereas an industrial dispute exists between the management of M/s. Chick-N-Meat, Canteen Contractor of Steel Authority of India Ltd., Paharpur Stock Yard, Calcutta and their workmen represented by Calcutta Dock Workers, Union (HMS), 27, Circular Garden, Reach Road, Calcutta-700023.

And whereas, the said employers and their workmen have by a written agreement under subsection 10A of the Industrial Disputes Act, 1947 (14 of 1947), agree to refer the said dispute to Arbitration and have forwarded to the Central Government under sub-section (3) of the Section 10A of the said Act, a copy of the said arbitration agreement;

Now therefore in pursuance of sub-section (3) of Section 10A of the said Act, the Central Government hereby publishes the said agreement;

AGREEMENT

(Under Section 10A of the Industrial Dispute Act, 1947)
BETWEEN

Name of the parties :

Representing employer

Sh. Tara Shankar Chowdhury,
Proprietor, M/s. Chick-N-Meat, (Canteen Contractor of Steel Authority of India Ltd.) 62/3, Tollygunge Road Calcutta-700033.

Representing Workmen

Shri B. Prasad, Genl. Secretary
Calcutta Dock Workers
Union, 27-B Circular Garden
Reach Road, Calcutta-700023.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri S.N. Mohanty, Regional Labour Commissioner (Central) Calcutta, 2nd M.S. Building, Nizam Palace, (5th Floor), 234/4 Acharya J.C. Bose Road, Calcutta—700020.

(1) Specific matters in dispute:—

Strike notice bearing No. CDWU/38/86 dated 25-2-86 served by the Calcutta Dock Workers Union on M/s. Chick-N-Meat, the Canteen Contractor of Steel Authority of India Ltd., Calcutta on the following charter of demands:—

- (i) Revision of monthly salary of Group 'A', Group 'B', Group 'C' and Group 'D' workers.
- (ii) 30 days P.L. and 15 days C.L. for all the Mistries and Canteen boys in a year.
- (iii) One rain coat should be given to the canteen boys who will be engaged for out door points.
- (iv) One woollen sweater to all the Mistries and canteen boys in every alternate year or Rs. 45/- in lieu thereof.
- (v) Two sets of full pants and two sets of full shirts to all the Mistries and canteen boys in a year of Rs. 200/- in lieu thereof.
- (vi) Yearly bonus to all the Mistries and Canteen boys @ 10%.
- (vii) All the mistries and canteen boys should be paid Rs. 20/- per month per head as washing allowance.
- (viii) Provident Fund should be deducted at the rate of 8.33% of the basic wages of both the Mistries and canteen boys.
- (ix) 19 days working holidays including five National holidays should be given to all the mistries and canteen boys.
- (x) On working holidays and on roster off, the payment should be made to both the mistries and canteen boys equal to the rate of their salary.
- (xi) Overtime should be paid in double the wages to both the mistries and canteen boys.
- (xii) Wages slip and Identity Card should be issued to all the workmen.
- (xiii) Duty hours of all the workmen should be 8 hours.
- (xiv) Payment should be made to all the workmen on or before 10th of every month.

Details of the parties in dispute:—

(2) The employer in relation to M/s Chick-N-Meat, Canteen Contractor of Steel Authority of India Ltd., Calcutta, 62/3, Tollygunge Road, Calcutta-700033 and their workmen attached to Paharpur Stock Yard of SAIL represented by Calcutta Dock Workers Union (HMS), 27-B, Circular Garden Reach Road, Kidderpore, Calcutta-700023.

(3) Name of the workman in Calcutta Dock Workers Union case he/she is involved 27-B, Circular Garden Reach in the dispute or the Road, Kidderpore, Calcutta—name of the Union, if any, 700023.
representing the workmen or
workman in question.

(4) Total number of workmen 24
employed in the undertaking
affected.

(5) Estimated number of 24
workmen affected or likely
to be affected by the dispute.

The Arbitrator shall make his Award within a period of six months or within such further time as is extended by mutual agreement between us in writing. In case the Award not made within the period for mention, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties

Representing employer:—

Sd/-
(Tara Shankar Chowdhury)
Proprietor
M/s. Chick-N-Meat, Calcutta.

Representing workman:—

Sd/-
(B. Prasad.)
General Secretary
Calcutta Dock Workers Union

Witnesses
1. Sd/- 1-4-86
2. Sd/-
3. Sd/-

CONSENT OF THE ARBITRATOR IN THE MATTER OF INDUSTRIAL DISPUTE

BETWEEN

Employers in relation to M/s. Chick-N-Meat, Canteen Contractor of M/s. Steel Authority of India Ltd., Paharpur Stock Yard, Calcutta—700088.

AND

Calcutta Dock workers Union (HMS) 27/B Circular Garden Reach Road, Calcutta—700023.

I hereby give my consent to act as an Arbitrator under section 10-A of the Industrial Disputes Act, 1947 in the industrial disputes over a charter of 14 demands.

Dated 1-4-86

Sd/-

S.N. MOHANTRY,
Regional Labour Commissioner (C),
Calcutta and Arbitrator
[F. No. L-26015/1/86-D. III(B)]
HARI SINGH, Desk Officer

नई दिल्ली, 29 अप्रैल, 1986

का.प्र. 3008:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारत कोकिंग कोल लि. के धनसार बिक्री केन्द्र के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निरिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, धनबाद के पंसाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-1986 को प्राप्त हुआ था।

New Delhi, the 29th April, 1986.

S.O. 2008.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Dhansar Sales Centre of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 24th April, 1986.

(ANNEXURE)

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO. 2) AT DHANBAD.

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 139 of 1985.

In the matter of industrial dispute under Section 10(1)(d)
of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Dhansar
Sales Centre of M/s. Bharat Coking Coal Limited
and their workmen.

APPEARANCES :

On behalf of the employers : Shri R. S. Murthy,
Advocate.On behalf of the Workmen : Shri J. P. Singh, Advocate.
STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 17th April, 1986.

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(105)/85-D. III(A), dated, the 12th September, 1985.

THE SCHEDULE

"Whether the action of the management of Kusunda Area No. VI, M/s. Bharat Coking Coal Limited, P.O. Kusunda, District Dhanbad in dismissing Shri Lalan Nonia, Peon of Dhansar Sales Centre from service with effect from 25-11-1983 is justified? If not, to what relief the workman is entitled?"

The case of the workmen is that the concerned workman Shri Lalan Nonia was posted as Peon in Dhansar Sales Centre since July, 1982 and one of his duty was to deposit cash and draft of the Dhansar Sales Centre to the area office. The Sales centre office was located in a private house on rent at Dhansar. The owner of the said house handed over the keys to the Sales officer incharge of the Sales Centre and a set of keys had been retained by the owner. The Area General Manager had instructed the Asstt. Commandant of CISF to guard the Sales Centre but it was not effectively guarded. Money used to be collected in the Sales Centre in the shape of drafts and cash upto the end of second shift till 10 P.M. Normally the draft and cash collected in the sales centre used to be taken in area office for deposit on the next day. A portable cash box had been provided in the Sales Centre to keep the money under lock and key. In October, 1982 the said cash box was taken to the Area office and detained there and it contains some unaccounted money. It was brought to the Sales centre on 25-1-83 by Shri N. K. Chouhan Sales Assistant. During the period of October, 1982 and 25th January, 1983 an arrangement was made by the verbal order of the Sales Officer to keep the collected money of the Sales Centre in a drawer of which the key was given to the concerned workman Shri Lalan Nonia. A practice was evolved that the Sales Assistant in the night duty used to give all the cash to the concerned workmen for being kept in his drawer. An amount of Rs. 41,245.14P. had been realised in Dhansar Sales Centre on the 24th and 25th of January, 1983 and the same was kept under lock in the drawer of the office of the concerned workman. 26th January, 1983 was a holiday as it was a Republic day. Shri R. K. Sahay and the other staff of Dhansar Sales Centre had come in the morning of 26th January to unfurl the National Flag. On 26-1-1983 when the staff of the Sales Officer had come to unfurl the National Flag Office drawer and other things were in order. In the morning of 27th January it was detected that the drawer of the concerned workman containing the amount of

Rs. 41,245.14P. had been broken and the money stolen away. Shri Pramanik a Sales Asstt. reported the matter to the Sales Officer Shri R. K. Sahay in presence of the concerned workman. The Sales Officer made an inspection of the broken drawer and reported to the police about the theft and accordingly a case of theft was registered by the Police. The Police investigated into the case and had inspected the broken drawer and had taken the statement of the staff and the Sales Officer. The management of Kusunda Area took a different view and issued chargesheet dated 29-1-83 against the concerned workman and two Sales Assistant Shri N. K. Chouhan and Shri A. K. Dutta alleging that they had misappropriated the amount in collusion with one another. The concerned workman and the other two Sales Assistant also submitted their explanation which were found to be unsatisfactory by the management. A departmental enquiry was started against the concerned workman and the two Sales Assistant. Shri S. N. Sinha, Personnel Manager was appointed to hold the enquiry. The concerned workman participated in the enquiry and after completing the enquiry the enquiry officer submitted his report holding that the concerned workman in collusion with two other Sales Asstt. misappropriated the amount of Rs. 41,245.14P. On the basis of the said enquiry report the concerned workman was dismissed from service. The union and the concerned workmen raised an industrial dispute and thereafter the present reference was made. The original case of the management was that the money was stolen by breaking open lock of the drawer but subsequently the management came out completely with different story that the concerned workmen along with two others had misappropriated the amount in collusion. The domestic enquiry did not reveal as to how the concerned workman could enter into conspiracy with the other two Sales Assistants to misappropriate the money. The responsibility for guarding the Sales Centre was of CISF and as they did not perform their duty a theft was committed. Sometime after the morning of 26th January, 1983. The domestic enquiry revealed that a set of keys of Dhansar Sales Centre had been retained by the owner of the house and it was likely that by means of those keys easy entrance could have effected in the Sales Centre and the amount kept in the drawer could be taken out by breaking open the door. The enquiry officer did not inspect the Sales Centre in order to appreciate the case of theft. The enquiry officer cannot be a proper judge of a case of misappropriation which was the subject matter of the Indian Penal code. In recording the order of dismissal the management has not considered the propriety of awaiting the order of the Criminal court. The enquiry Officer did not consider and appreciate the defence version and evidence with the result that the enquiry report and the dismissal order suffered from complete perversity and violation of justice. The dismissal of the concerned workman and the other two Sales Assistants were motivated by the element of vindictiveness as the concerned workman had been important members of Janta Mazdoor Sangh which is a union not in favour of the management. It was submitted on behalf of the concerned workman that the order of dismissal passed against him be set aside and he should be reinstated in his original job with continuity of service and back wages with effect from the date of his dismissal.

The case of the management is that the management of BCCL has a Sales Centre at Dhansar under Kusunda Area No. VI and is under the General Manager of Kusunda Area. The said centre was established in connection with the sale of coal for movement by road. The concerned workman was employed in the aforesaid Dhansar Sales Centre as a Peon. The concerned workman was issued with a chargesheet dated 29-1-83 and the charge reads as follows :—

"It has been reported that you were on duty on 24th and 25th Jan/83 in general shift. You were supposed to carry out the day to day order of the superior but instead of doing so you in connivance with S/Sri N. K. Chouhan, Clerk and Amal Kr. Dutta, Clerk of Dhansar Sales Centre used to keep the cash realised from the customer in a separate drawer of the table under your lock and key.

You were supposed to open the sales office in the morning and close it after office hours with lock properly.

That you misappropriated the cash amount realised from the customer on 24th and 25th Jan, 83 with the connivance of S/Shri N. K. Chouhan and A. K. Dutta and falsely reported that the amount was stolen.

You with the connivance of S/Shri N. K. Chouhan and A. K. Dutta misappropriated the money amounting to Rs. 41,245.14 paise being the cash realised from the customers on 24th and 25th Jan, 83 at Dhansar Sales Centre and falsely reported about the theft of money.

Your above action amount to misconduct under clause 17(a), i(q) and (u) of the Model Standing Orders."

The concerned workman in the first instance submitted a brief explanation denying the charges. Subsequently he submitted another explanation to the chargesheet in continuation of his earlier explanation. He stated that he cannot be blamed as he had no custody over the money during the period of alleged disappearance of the money. The concerned workman did not state that he had received the amount under the instructions of the Sales Officer and had given receipt of the amount received by him to Shri Chouhan. As the explanation of the concerned workman was found to be unsatisfactory, Shri S. N. P. Sinha, Personnel Manager was appointed to enquire into the charges against the concerned workman and two of the Sales Assistants. The enquiry officer held a joint enquiry after giving notice to the workmen. Subsequently the enquiry against Shri A. K. Dutta was superseded as he was in jail custody and the enquiry proceeded against the concerned workman and Shri N. K. Chouhan. The enquiry officer submitted his joint enquiry report against the concerned workman and Shri N. K. Chouhan and the concerned workman fully participated in the enquiry and was given full opportunity to defend himself and to adduce his own defence witness. The Enquiry Officer found the concerned workman guilty of the charge framed against him holding that the concerned workman caused wilful damage to the property of the employer by fraud and dishonestly in collusion with the Sales Assistant. The Enquiry report was considered by the General Manager Kusunda Area and the said finding of the enquiry officer was accepted and considering the gravity of the misconduct, the concerned workman was dismissed from service by an order dated 25-11-83. It is denied by the management that one of his duty was to deposit the cash in the area office. The deposit of cash in the Area office was to be made by the Sales Assistants. However one of his duty was to deposit the draft in the Area Office. It is also denied that the set of keys of the rented house in which Dhansar Sales Centre was located had been retained by the land lord and that CISF had failed to guard the Sales Centre. At the Sales Centre the draft used to be collected till the forenoon and cash till about 6 P.M. The staff in the Sales Centre used to reconcile the account and used to prepare necessary documents till 10 P.M. According to the order of the Sr. Sales Officer the draft and cash was to be deposited in the area office on the next day of collection. The cash was to be deposited by the Clerk and the drafts by the concerned workman. It is denied by the management that during the period October, 1982 and 25th January, 1983 when the iron safe was kept in the area office an arrangement had been made by the Sales Officer to keep the cash collection in a drawer of the Sales Centre of which the key was given to the concerned workman or that a practice was evolved by which the Sales Assistant in the night duty used to give all cash to the concerned workman for being kept in his drawer. Each members of the Sales Staff handling cash was provided with a Godrej Iron table with locker fitted in it key of which were given to the respective Assistants. They were required to keep the cash in the lockers of the said tables and not to handover cash to the concerned workman. The duty of the concerned workman was to open the Sales Centre in the morning and close it at night and he was required to work in the broken shifts. He was to open the Sales Centre at 6 A.M. and work till 10 A.M. and deposit the drafts in the area office with the cashier and could go to his home and he was to come again in the evening at about 6 P.M. and remain in the office till 10 P.M. and then close the office. The concerned workman had not been allotted any table or drawer as he was not required to do any table work or handle cash. The drawer of the table was not found broken and all the drawers were intact when it was opened on 27-1-83. The FIR was drafted on the spur of the moment

and only a brief information was given to the police about the loss of the cash and it was still to be investigated as to how money disappeared from the drawer. It is submitted on behalf of the management that the charge against the concerned workman had been established on the basis of evidence adduced before the enquiry officer and as such the order of his dismissal was justified.

On the prayer of the management that as the concerned workman had been dismissed after holding a domestic enquiry into the charges against him, it must be decided as a preliminary point whether the enquiry was fair and proper and in accordance with the principles of natural justice, the matter was taken up for the said decision but Shri J. P. Singh, Learned Advocate appearing on behalf of the workman conceded that he does not challenge the fairness or otherwise of the enquiry proceeding and he requested for hearing the case on merit on the materials which were already on the record of the enquiry proceeding. Thus it is clear that the enquiry proceeding was fair and proper and was in accordance with the principles of natural justice.

The point for consideration now is whether the dismissal of the concerned workman from service with effect from 25-11-83 was justified i.e. to say whether the charge framed against him had been established in the departmental enquiry.

The management has produced all the papers relating to the domestic enquiry which have been marked Exts. M-1 to M-31.

It is the admitted case of the concerned workman that the adjustment money collected at Dhansar Sales Centre on 24-1-83 and 25-1-83 was handed over to him and that he had granted receipt in respect of the money received by him. The W.S. of the concerned workman at page 98 A and 98 B of the enquiry proceeding Ext. M-3. He has stated in his statement that he was on duty in the second shift on 24-1-83 and 25-1-83 and that on the order of the Senior Sales Officer Shri R.K. Sahay he had taken the adjustment money of the Sales Centre of 24th and 25th of January, 1983 and that he had kept the amount in the drawer of the table. It will appear from the statement of N.K. Chouhan at page 107 A of the enquiry report that collection of adjustment amount of 24-1-83 and 25-1-83 had been handed over by him to Shri Lalan Nonia on the direction of Shri R.K. Sahay and that he had obtained receipt from Lalan Nonia. The said receipts have been filed by Shri N.K. Chouhan which was granted to him by Lalan Nonia. These two receipts are attached with the W.S. of Shri N.K. Chouhan. It will appear from the receipts that Lalan Nonia received 18,891. 44P. from Shri N.K. Chouhan on 24-1-83 and that he further received the adjustment amount of 25-1-83 totalling Rs. 7890.49 P. from the N. K. Chouhan. The concerned workman has not denied the receipt of the said money and the grant of the said receipt to Shri N.K. Chouhan. It will thus appear that the concerned workman had received the adjustment amount of Dhansar Sales Centre from Shri N. K. Chouhan on 24-1-83 and 25-1-83 for which the concerned workman had granted receipt.

Admittedly the adjustment amount collected at Dhansar Sales Centre of 24-1-83 and 25-1-83 was not deposited in the area office. It will appear from the evidence of the witnesses before the Enquiry Officer that the practice was that the cash amount collected on a day was to be deposited in the area office on the next day. The amount of adjustment money collected on 24-1-83 was therefore to be deposited on 25-1-83 and the amount collected on 25-1-83 was to be deposited on 27-1-83 as 26-1-83 being Republic day was a holiday. The concerned workman Lalan Nonia has given explanation as to why the adjustment money collected on 24-1-83 was not deposited on 25-1-83. The concerned workman has stated that Shri R.K. Sahay Senior Sales Officer of Dhansar Sales Centre had not signed on the adjustment money statement and as such the amount was not deposited in the area office on 25-1-83. Ext. 14 details the each received against the excess quantity of coal of the various sales order issued on 24-1-83 amounting to Rs. 22,640.67P. The said statement was prepared by Shri N.K. Chouhan bearing his signature and it also bear counter signature of Shri R.K. Sahay Senior Sales Officer dated 25-1-83. It is thus clear that Shri R.K. Sahay had signed on the statement of adjustment amount collected on 24-1-83 and that the concerned workman has taken false plea that the adjustment amount collected on 24-1-83 was not deposited on 25-1-83

as the statement of adjustment amount was not signed by Shri R.K. Sahay. Shri R.K. Sahay was examined as MW-1 before the Enquiry Officer. He has stated at page-9 of the enquiry report that Shri Chouhan had gone to deposit the adjustment amount of 24-1-83 in area office on 25-1-83 after obtaining his signature on the statement. In answer to question No. 54 Shri R.K. Sahay has stated that Shri N.K. Chouhan had obtained his signature on the adjustment money receipt statement of 24-1-83 on 25-1-83 at about 10.00 A.M. and as such it appears that the signature of Shri Sahay had been obtained on the statement at about 10.00 A.M. on 25-1-83 Shri A.K. Sah was examined as MW-3 in the enquiry proceeding. He was working as a cashier in Area office (Area No. VI). His duty was to receive the amount received from Dhansar Sales Centre. In answer to question No. 4 he has stated that Shri N.K. Chouhan had come along with a statement to him on 25-1-83 to deposit the amount of Dhansar Sales Centre but he had not come with money. He has stated that Shri N.K. Chouhan had told him that he would send the money but N.K. Chouhan did not send the money till 5 P.M. on 25-1-83. He has also stated that Shri Chouhan had taken the statement along with him. In his cross-examination he has stated that Shri Chouhan had gone along with the adjustment money cash statement as 11.00 A.M. on 25-1-83. Lalan Nonia did not put any question in cross-examination to Shri A.K. Sah that he had gone along with Shri Chouhan with the money and that the money was not accepted as there was no signature of the Senior Sales Officer on the adjustment money cash statement. It is clear therefore from the statement of the management's witness that the concerned workman Lalan Nonia or Shri Chouhan had not gone along with adjustment money which was collected on 24-1-83 on 25-1-83 and that a false plea has been introduced that the collection of 24-1-83 could not be deposited in the area office on 25-1-83 as the adjustment money cash statement was not signed by Shri R.K. Sahay Sr. Sales Officer. It is clear from the evidence of MW-3 that the concerned workman had not approach him for depositing the money and that Shri Chouhan who had come with the statement did not deposit the amount and only told that he would be sending the amount for deposit. It appears therefore that the concerned workman did not go to the area office with the money collected on 24-1-83 and that he was retaining the same for no valid reasons. This act of the concerned workman shows his mala fide intention which started from 25-1-83 in as much as the money in the deposit with him was not taken to the area office for deposit.

It is stated by the concerned workman that as the collection of 24-1-83 was not deposited in the area office on 25-1-83 he kept the said amount in drawer of the table of the Sales Centre and that he also kept the collection which was made on 25-1-83 in the drawer of the table as 26-1-83 was holiday being Republic day. It is the further case of the concerned workman that on 27-1-83 when Dhansar Sales Centre was opened the amount of adjustment money of 24-1-83 and 25-1-83 which was kept in the drawer of the table was stolen. It will appear from the statement of the concerned workman at page 98 A of the enquiry report and his earlier explanation to the chargesheet Ext. M-31 dated 23-2-83 that the key of the shutter pad lock of the darwer where money was kept was lying with other person. It is stated on behalf of the workman that the duplicate key of the shutter was kept by owner of the house from whom the house was taken on rent for Dhansar Sales Centre. Shri R.K. Sahay as MW-1 has stated that the Dhansar Sales Centre had two shutters of the two doors and that the Land Lord had given him four keys of the two shutters. He has further stated that there ought to have been 8 keys of the two shutters but he did not know if the four keys were with the land lord. From his evidence it appears that four of the keys of the shutters were retained by the Land Lord. In answer to question No. 83 MW-1 Shri R.K. Sahay has stated that the shutter which was opened every day used to be locked by another lock every day and the key of the said lock used to be with the person who was keeping the four keys of the shutter and the said lock was given by the management. He has further stated that another lock was provided for locking the shutter and as such there was no possibility of the shutter being opened by the land lord or any person possessing the remaining keys of the shutter. He has thus made it very clear that it was not possible to open the lock of the shutter by owner

or any other man. Admittedly the lock or shutter was not broken and there was no violence mark to indicate the possibility of the lock being opened. It is clear therefore that the lock of the shutter had not been opened before it was opened by the concerned workman in the morning on 27-1-83.

The concerned workman has tried to show that the money kept in the drawer of the table was stolen by breaking open the lock of the darwer. MW-1 has stated that when he arrived at office at about 9 A.M. on 27-1-83 Shri N.P. Pramanik who was on duty told him that the adjustment cash was stolen from the office and the concerned workman Lalan Nonia who was present there told that the money was stolen from the drawer of the table the key of which was with him (the concerned workman). MW-1 had filed one FIR in the Police Station on the said report of theft and he was not in a position to say that the money had actually been stolen by outsiders. There is no evidence to show that the lock of the drawer where the money was kept had been broken or damaged. A suggestion had been made to MW-1 that when the Police came in the investigation of the case he had taken charge of broken pad lock which is denied by MW-1. There is absolutely on evidence to show that the lock of the drawer was found damaged on 27-1-83. I hold therefore that the concerned workman has unsuccessfully tried to have a defence that the lock of the drawer was broken and money was stolen from it. It was indicated on behalf of the concerned workman that duplicate of the keys of the drawer in which money had been kept was with Shri R.K. Sahay but Shri R.K. Sahay has clearly stated that he did not keep any key of the drawer in which the concerned workman had kept the money. As I have already stated above that there was no possibility of any one entering in the office unless he had broken open the lock of the shutter and even if any person had any duplicate keys, of the drawer the money cannot be taken out of the drawer as there is no evidence to indicate that anybody could have an access to the Sales Centre and take out the money from the drawer of the table by breaking it open or by opening it with a duplicate key. I hold therefore that there was absolutely no possibility of any other person taking out the money from the drawer of the table. As the concerned workman was admittedly in possession of the money it was he and he alone who could take out the money and it is apparent therefore that the concerned workman himself had taken away the money and had set up a false plea that money kept by him in the drawer was stolen away.

It is stated that the concerned workman had kept the adjustment money collected on 24-1-83 and 25-1-83 on the order of the Senior Sales Officer Shri R.K. Sahay but Shri R.K. Sahay has completely denied that he had asked the concerned workman who was a Peon to keep the money and handle it. MW-1 has clearly stated that it was the duty of the Sales Assistant who had collected the money to deposited in the area office.

Ext. M-13 dated 17-5-82 is an Officer order issued by Shri R.K. Sahay, Sr. Sales Officer Dhansar Sales Centre which shows the working hours of the staff posted at the Sales Centre with effect from 17-5-82. Ext. M-12 dated 9-11-82 is another office order issued by Shri R.K. Sahay which was to take effect for one month from 8-11-82. It will show the allotment of duties to the staff of the Sales Centre. It will appear from this office order that it was the duty of the Sales Assistant to deposit the cash in the area office and that the draft and statement was to be sent to the area office through the concerned workman Lalan Nonia. Although the shift arrangement in Ext. M-12 was to continue for a month. It is clear from this that it was the duty of the Sales Assistant to deposit the cash in the area office and that it was not the duty of Lalan Nonia to deposit the cash or handle it. It will appear that the concerned workman Lalan Nonia was to take the draft in the area office. The concerned workman has always tried to show that the Sales Officer had directed him to handle cash but it is apparent that the concerned workman being a Peon cannot handle cash and there was no order to the effect that the concerned workman could handle cash of Dhansar Sales Centre. It appears no doubt that sometime the concerned workman had gone to deposit cash at the area office but it appears that he had gone there along with Sales Assistant. It is quite possible that the Sales Assistant had

made a private arrangement with the concerned workman to keep the money in the Sales Centre but it does not appear that the concerned workman had any authority to handle the cash. It appears that as the concerned workman had no authority to handle cash he has misappropriated the amount alleging that he used to keep the amount in the drawer of the table of the direction of the Sales Officer and that as the amount was stolen nothing could be done against him. In my opinion all these pleas are for the purpose of his defence which is bereft of any cogent evidence.

It is submitted on behalf of the workmen that in spite of the fact that cash used to be deposited in the Sales Centre at Dhansar there was no sufficient arrangement for its security by keeping guard to watch it. The Senior Sales Officer Shri R.K. Sahay MW-1 was cross-examined during the enquiry proceeding on this point. In answer to question No. 40 as to who was responsible for making arrangement of the security guard on 26-1-83, MW-1 has stated that it was his responsibility and he further stated that arrangement for security guard had been made at the Sales Centre since before. In answer to question No. 42 MW-1 has stated that provision for security guard had been made in a routine way from the time the Sales Centre was started for all the days. Ext. M-7 dated 15-5-82 is the letter of the General Manager to the Asstt. Commandant Kusunda Area by which a request was made to arrange to provide sufficient security arrangement at Dhansar Sales Centre round the Clock. It appears from the evidence of MW-1 that arrangement for security guard had been made at the Centre round the clock since start of the Sales Centre. I do not feel any reason to disbelieve MW-1 that arrangement had been made for security guard at the Sales Centre. I hold therefore that the management had made arrangement for the security guard round the clock and this is an additional reason to establish that the theft of the money could not have taken place from inside the centre by any outsider.

In view of the facts evidence and circumstances discussed above it appears that the charge of misconduct under section 17 clause (a) and 17(i) of the Model Standing Orders have been established against the concerned workman as he had dishonestly removed the adjustment money of the Sales Centre and had caused wilful damage to the property of the management.

The charges of misconduct established against the concerned workman was of a very serious nature and as such the punishment of his dismissal from service does not appear to be at all very severe.

In the result, I hold that the action of the management of Kusunda Area No. VI of M/s. B.C.C. Ltd. in dismissing the concerned workman Shri Lalan Nonia, Peon of Dhansar Sales Centre from service with effect from 25-11-83 is justified and that the concerned workman is not entitled to any relief.

This is my Award.

Dt. 17-4-86

I.N. SINHA Presiding Officer
[No. L-20012/105/85-D. III (A)]
A.V.S. SARMA, Desk Officer

नई दिल्ली, 2 मई, 1986

का.प्र. 2009 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केंद्रीय सरकार, स्टेट बैंक ऑफ़ पटियाला के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिनियम, 1947 के पंचाट को प्रकाशित करती है, जो केंद्रीय सरकार को 23-4-86 को प्राप्त हुआ था।

New Delhi, the 2nd May, 1986

S.O. 2009.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of Patiala and their workmen, which was received by the Central Government on the 23rd April, 1986.

ANNEXURE

BEFORE SHRI J. P. VASISHTH, PRESIDING OFFICER,
CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL,

CHANDIGARH

Case No. I.D. 63 of 1983

PARTIES :

Employers in relation to the management of State Bank of Patiala;

AND

Their Workman : Prem Chand Gupta.

APPEARANCES :

For the Employers : Shri B. K. Gupta.

For the Workman : Shri M. L. Basoor.

ACTIVITY : Banking

STATE : Punjab

AWARD

Dated the 10th April, 1986

1. The Central Govt., Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act, 1947, per their Order No. L-12012/111/81-IX, H.A. dated the 1st of December, 1981 read with S.O. No. S-11025(2)/83-dated the 8th of June, 1983 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of State Bank of Patiala in relation to its Nakodar Branch in dismissing Shri Prem Chand Gupta, Cashier-cum-Godown Keeper from service of the Bank with effect from 28-5-1979 is justified ? If not to what relief is the workman concerned entitled ?"

2. To trace a short history of the matter the petitioner was working in the clerical cadre under the Respd. Bank since June 1961 and was posted at Gurlana Mandi in November 1976. He was stated to have officiated as Head Cashier of the said Branch for the period from 5-11-1976 in leave arrangement as the permanent Head Cashier had proceeded on sanctioned leave and he was the next senior most official. During this period the petitioner handled bills for collection (Popularly called as BCs) ; and received an amount of Rs. 4307.16 against B.C's no. 876.967.998 pertaining to G.R. Nos. 16037, 55461 and 157878 drawn by M/s. Rakesh Shoe Co. Agra on Banarsi Dass Gian Chand ; by M/s. Dulla Ram Jai Ram Jullunder on Gobind Lal Bhagwan Dass Ahuja and by Kundan Lal Yash Pal on M/s. Surjeet Poultry Farm respectively of Gurlana Mandi.

3. According to the management the petitioner did not deposit the amount in the Bank he rather mis-appropriated the same and in order to achieve his object, tampered with the Cashier's balance book and realization register.

4. When the Drawing parties did not receive the amount despite confirmation by the parties who had received the G.R.'s on making payment to the Bank through the petitioner in the aforesaid manner they lodged their protest with the authorities. It was thus that the Management came to know of the mis-appropriation in late May 1978 and called upon the petitioner to explain his conduct. Since the petitioner's reply was found unsatisfactory, therefore an appropriate charge sheet dated 2-6-1978 was served on him. But his explanation to the charge sheet also appeared to be perfunctory and so he was put on a regular departmental inquiry held by one of their Officer-cadre nominee K. P. Gupta.

5. On conclusion of his proceedings the Enquiry Officer held the petitioner guilty of gross misconduct and thus submitted his report to the Disciplinary Authority. After examining the said report the Disciplinary Authority proposed the petitioner's termination and called upon him to show cause as to why such type of punishment should not be imposed upon him. For the obvious reason the petitioner re-iterated his innocence and assailed the propriety, legality

and validity of the inquiry proceedings. However his contention did not find favour with the Disciplinary Authority and thus he was dismissed from service under the impugned order dated 28-5-1979.

6. The petitioner's service appeal to the General Manager was also rejected in due course and his efforts to avoid the implications of his dismissal by raising an issue through his Union proved equally futile despite the intervention of the A.L.C.(C) at the conciliation stage ; hence the reference.

7. According to the petitioner even though he had officiated as Head Cashier during the relevant period from 5-11-1976 to 4-12-1976 at the Guniana Branch of the Respd. Bank when the regular incumbent was out on leave yet he had no occasion to deal with the BC's or any collection on that account. It was pleaded that the inquiry proceedings were conducted by an unauthorised person in a biased and partisan manner ; so much so that on a few occasions even ex-parte proceedings were recorded without intimating him about the place and date of hearing. The petitioner alleged that the Disciplinary Authority did not apply his mind while accepting the cryptic report of the inquiry officer and passed the impugned termination in routine.

8. Parties were put to trial on the following issues framed over and above the terms of reference.

- Whether the inquiry proceedings were conducted fairly and in accordance to the accepted norms of fair play and rules of natural justice, if not to what effect ? OPR
- Whether the Reference is legally infirm, incompetent and violative of the principles of natural justice ? OPR
- Relief.

9. In support of their respective versions the parties adduced verbal as well as documentary evidence which I have carefully perused and heard them at length. My issue-wise discussion and findings are as follows :

ISSUE No. 1

10. In all fairness to them, on behalf of the management it was conceded that the inquiry proceedings were not conducted in accordance to the accepted norms of equity, fair play and natural justice as on quite a few occasions the petitioner was not apprised in advance about the venue and dates of hearing. All the same it was urged that in view of their pleadings the Tribunal could take upon itself the task of conducting the inquiry proceedings to find out the truth. Accordingly under my order dated 16-3-84 on ignoring the entire proceedings conducted by the inquiry officer, including his findings, I called upon the parties to adduce their evidence on the merits of the insinuations contained in the charge sheet dated 2-6-78. Both of them availed of the opportunity. The issue is thus dropped as redundant.

ISSUE No. 2

11. The Management's objection was that at an earlier stage Appropriate Govt; had declined the reference on agreeing with the validity of the inquiry proceeding and since the instant reference was made on a further representation of the petitioner without calling upon them to resist his effort therefore the action of the Appropriate Govt. in referring the dispute to the Tribunal required to be quashed as violative of the principles of natural justice.

12. I am not impressed with the submission because as mentioned here-in-before the entire exercise of Inquiry in the domestic forum stood vitiated for want of fair play. The issue is accordingly answered against the management.

13. Terms of Reference and the relief :

In the totality of the available material I am inclined to believe the management's view point that the petitioner was guilty of gross misconduct for having misappropriated more than Rs. 4000 during the discharge of his officiation as Head Cashier at the Guniana Branch. The pertinent point is that from his own statement recorded during the Tribunal proceedings on 24-9-1985 and 1-10-1985 it is abundantly clear that during the relevant period he had also handled

the BCs and made entries in the Cash Book whose bare persual would leave no manner of doubt that initially a balance entry of Rs. 60,87,626—33 paise was recorded and then changed to Rs. 60,91,933—49p in order to cover up the amount of BCs No. 967, 876 and 998 grossing to Rs. 4307—16. His effort to disown the over writings, cutting and interpolations does not inspire confidence because even though he would have us believe that he never handled the bills or cash from any body ; yet under the weight of cross-examination he conceded having authored the original vouchers Ex. R21 to R27 and R29 to R34.

14. On his behalf it was argued that the disputed BCs related to MW2 Faquir Chand, MW3 Gaja Nand and MW6 Manjit Singh ; out of whom Manjit Singh categorically denied having given money to the petitioner whereas the remaining two witnesses were under pressure from the bank because of their own business connection and vested interests.

15. Of course Manjit Singh did not support the management's version but a careful scrutiny of his evidence would show that he had deliberately concealed the truth because he could not deny that he had visited the Bank in connection with his BC in November 1976 and also handed over the money to the dealing hand though he would not remember his name or identity ; but a bare look into his BC would suffice to believe that it related to the tenure when the petitioner was the concerned official. Similarly no fault can be found with the testimony of Faquir Chand and Gaja Nand either. There is no gain saying that in the very nature of things business people have frequent Bank transactions but that does not make them interested or purchase commodity it rather shows that they would be the natural witnesses particularly when they are the concerned parties. The statement of Faquir Chand went much closer to the truth when he deposed that after handing over the BC and money to the petitioner he took his seat aside on the faith that the person working on the counter would do his duty properly.

16. Accordingly on sustaining the charge of mis-appropriation I hold the petitioner guilty of gross misconduct. However in so far the quantum of punishment is concerned I think the management could afford a little indulgence since he had spent the better part of his life in their service and the amount involved was not so alarming as to call for the extreme punishment of dismissal. It is besides the point that the incident took place in Nov. 1976 and for the last several years the petitioner was going through the ordeal of a protracted and agonising litigation. I, therefore, order his simple discharge disengagement from the Bank's service. as a necessary corollary he would be accorded all the usual terminal benefits. In addition thereto an ex-gratia amount of Rs. 15,000 (Rs. Fifteen thousand only) shall also be paid to him to facilitate his re-habilitation in some alternative revenue.

17. Before parting with the reference I would like to record that the proceedings in LCA no. 20 of 1984 brought by the petitioner to seek computation and recovery of certain dues on account of ex-gratia bonus for the year 1971 and upto date interest on his security amount of Rs. 1000 after 1979 were stayed to await Award in the instant reference and since the same is now being finalised, therefore, I propose disposing off the said LCA also.

18. There does not appear to be any serious dispute on the petitioner's claim towards the Bonus dues and so I direct, the management to forthwith clear off his ex-gratia bonus payment of Rs. 106.52 p. (Rs. One Hundred and Six and Paise Fifty two only). But no interest on the security deposit need be paid since it appears to have been credited to his Account as explained by Shri R. P. Bajra Asstt. Accountant WW1 examined by the petitioner himself.

19. Award returned accordingly.

Chandigarh

Dated: 10-4-1986.

I. P. VASISHTH, Presiding Officer.

[No. L-12012/111/81-DII(A)]

का.प्रा. 2010:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में औद्योगिक अधिकरण अहमदाबाद के पंचाट को प्रकाशित करती है, जो केंद्रीय सरकार को 21-4-86 को प्राप्त हुआ था।

S.O. 2010.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 21st April, 1986.

BEFORE SHRI S. K. KADRI, B.A., LL.B., INDUSTRIAL TRIBUNAL AT AHMEDABAD.

Reference (ITC) No. 11 of 1985

ADJUDICATION

BETWEEN

Management of State Bank of India
Ahmedabad.

First Party

AND

Their workmen

Second Party

In the matter of termination of services of Shri B. K. Parmar, peon.

APPEARANCES.

Shri M. J. Sheth, Advocate for the First Party; and Shri M. R. Karathia, Advocate for the Second Party.
AWARD

The industrial dispute between Management of State Bank of India, Ahmedabad and Their workmen has been referred by the Government of India, Ministry of Labour, Order No. L-12012/150/84-D.II(A) dt. 28-1-85 for adjudication of the following dispute to the Industrial Tribunal, Ahmedabad (10(1)(d) of the Industrial Disputes Act 1947 and that has come to be allotted to this Tribunal;

"Whether the action of the management of State Bank of India, Zinzuvada Branch in terminating the service of Shri Baldev Karsanbhai Parmar, Peon with effect from 18-7-82 is justified? If not, to what relief is the workman concerned entitled?"

2. The workman concerned in this reference Shri B. K. Parmar with his learned advocate Shri M. R. Karathia give parish ex 50 stating that the First Party Bank has issued appointment in respect of Shri Parmar initially for 30 days and it is likely to continue beyond 30 days on temporary basis and his regular absorption depends upon the future vacancies in the Bank and in view of that the workman does not press for the demand made in this reference.

3. Shri M. J. Sheth, learned advocate for the bank has also signed this parish ex-50 and it is also signed by Personnel Officer Shri N. R. Trivedi and the workman as also learned advocate admit their signatures on ex. 50.

4. In view of the above I dispose of this reference as the demand made not pressed meaning withdrawn.

5. As per S.10(2A) the Tribunal was required to submit its award within a period of 3 months but it is regretted that there was some delay. In the first place it appears that there was delay because of the correspondence between the office of the Tribunal and the Ministry of Labour, New Delhi and actually the proceedings concerned before this Tribunal from 1-10-85. The bank submitted its written statement quite late. Time was also taken by the parties for evidence seeking adjournments from time to time mostly on the workmen's side. The evidence of the parties ended on 24-10-85 and thereafter also the learned advocate for the parties sought for adjournments, especially the workman's

side and some time taken for negotiations and hence delay. All the same the matter seems to have been amicably settled.

S. K. KADRI, Industrial Tribunal.
Ahmedabad, dt. 20th Feb., 86.

[No. L-12012/150/84-D.II(A)]

N. K. VERMA, Desk Officer.

नई दिल्ली, 5 मई, 1986

का.प्रा. 2011:—केंद्रीय सरकार, ठेका श्रम (विनियमन और उत्पादन) अधिनियम, 1970 (1970 का 37) की धारा 28 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, दिनांक पहली जून, 1985 के भारत के राजपत्र के भाग 2, खंड 3 उपखंड (2) में प्रकाशित भारत सरकार के श्रम मंत्रालय की दिनांक 18 मई, 1985 की अधिसूचना संख्या का.प्रा. 2423, में निम्नलिखित शोधन करती है, अर्थात्:—

उक्त अधिसूचना की अनुसूची के क्रमांक 11 और उससे संबंधित की गई प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ प्रतिस्थापित की जाएंगी, अर्थात्:—

1	2	3
"11 क्षेत्रीय श्रमायुक्त (केंद्रीय) जबलपुर, जबलपुर मध्य प्रदेश		
क्षेत्र के सभी सहायक श्रमायुक्त (केंद्रीय) और राज्य"		
श्रम प्रवर्तन अधिकारी तथा श्रम प्रवर्तन अधिकारी (केंद्रीय) शांसी।		

नोट:— "निरीक्षकों" की नियुक्ति से संबंधित पहली अधिसूचना संख्या एस.-16025/26/84-एल. डब्ल्यू. (3) दिनांक 18 मई, 1985 भारत के राजपत्र के भाग 2 खंड 3, उपखंड (2) में का.प्रा. संख्या 2423, दिनांक पहली जून, 1985 के तहत प्रकाशित की गई।

[सं. एस-16025/26/84-एल. डब्ल्यू.]]

पी.बी. महर्षि, उप सचिव

New Delhi, the 5th May, 1986.

S. O. 2011 —In exercise of the powers conferred by sub-section (1) of section 28 of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970), the Central Government hereby makes the following amendments to the notification of the Government of India in the Ministry of Labour, No. SO 7473 dated the 18th May, 1985 published in the Gazette of India, Part II-Section 3-Sub-Section (ii), dated the 1st June, 1985, namely:—

In the Schedule to the said notification for serial number 11 and the entries relating thereto, the following entries shall be substituted, namely:—

(1)	(2)	(3)
"11. Regional Labour Commissioner	The State of	
(Central) Jabalpur, All Assistant	Madhya Pradesh."	
Labour Commissioners (Central)		
and Labour Enforcement Officers		
(Central) in the Jabalpur region		
and Labour Enforcement Officer		
(Central), Jhansi.		

Note : Earlier Notification No. S. 1605/26/84-LW(iii) dated the 18th May, 1985 relating to appointment of "Inspected" was published in the Gazette of India, Part II, Section 3, Sub-section (ii) vide S.O. No. 2453 dated 1st Jun., 1985.

[No. S. 1605/26/84-LW]
P. B. MAHISHI, Dy. Secy.

नई दिल्ली, 6 मई, 1986

का.प्र. 2012:—केंद्रीय सरकार, उत्प्रवास अधिनियम, 1983 (1983 का 19) की धारा 5 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, श्रम मंत्रालय के सहायक श्री के.एन.एस. नायर को 19 मई, 1986 से 22 मई, 1986 तक उत्प्रवासी संरक्षी, कोचीन के समस्त कार्य करने के लिए प्राधिकृत करती है।

[संख्या-ए. 22012(1)/86-उत्प्रवास-2]

अमित दासगुप्ता, अवर सचिव

New Delhi, the 6th May, 1986

S.O. 2012.—In exercise of the powers conferred by Section 5 of the Emigration Act, 1983 (19 of 1983), the Central Government hereby authorises Shri KNS Nair, Assistant, Ministry of Labour to perform all functions of Protector of Emigrants, Cochin with effect from 19th May, 1986 to 22nd May, 1986.

[No. A-22012(1)/86-Smig.II]
AMIT DASGUPTA, Under Secy.

नई दिल्ली, 8 अप्रैल, 1986

का.प्र. 2013.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार अन्तराल मैनेजर, वेस्टर्न रेलवे, बम्बई के प्रबन्धतन्त्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुसूच में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-86 को प्राप्त हुआ था :

New Delhi, the 8th April, 1986

S.O. 2013.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Ahmedabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of General Manager, Western Railway, Bombay and their workmen, which was received by the Central Government on the 21st April, 1986.

BEFORE SHRI A. N. RAM, INDUSTRIAL TRIBUNAL,
AHMEDABAD

Reference (ITC) No. 12 of 1985

Adjudication

BETWEEN

General Manager, Western Railway, Bombay.

AND

The Workmen employed under him.

In the matter of the demand regarding withdrawal of increment granted to Shri K. N. Pande, Assistant Station Master, Mehsana.

APPEARANCES :

Shri B. S. Shekhawat, Asstt. Personnel Officer, Western Railway, Rajkot—for the Western Railway.

Shri S. B. Nigam, Zonal Secretary, Paschim Railway Karamchari Parishad—for the workmen.

AWARD

This Industrial Dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the order of Government of India, Ministry of Labour

and L-7011(14/84-D.II (B) dated 28th January, 1986 as amended by a subsequent corrigendum. The dispute as mentioned in the Schedule to the Order is as under :—

Whether the action of the LRM Rajkot in withdrawing the loyal increment once granted to Shri K. N. Pande (Shri Mehsana), granted to him for not having participated in the strike during 1974 is justified or not, to what relief is the said workman entitled to ?

2. The Paschim Railway Karamchari Parishad, the sponsoring union in this matter has filed its statement of claim and the same is at Ext. 2. The case of the union is as follows :—

That Shri K. N. Pande, the workman concerned, was working as Assistant Station Master, Deputat at during the May, 1974 Railway strike; that he had remained on duty during the period of strike in the face of intimidation violence and threat of life; that he was on sanctioned leave in connection with the marriage of his sister for the period from 23-3-74 to 28-3-74 (4 days), that the Railway administration in appreciation of his services during strike had granted him an advance increment for loyalty with effect from 1-6-74 by a letter of 26-11-74; that however by a subsequent letter of 23-8-75, the same was withdrawn and recovery was effected from May, 1976. It has been further stated in the statement of claim that another Assistant Station Master, Shri I. K. Sharma was also granted an advance increment for loyalty during the strike, and it was withdrawn but the increment was restored to him on being moved by a Trade Union through Permanent Negotiation Machinery. It has been urged that the increment for loyalty be restored to the workman and he should be paid all arrears plus interest at the rate of 12% from 1-6-74.

3. The first party's written statement is at Ext. 7. It has been stated inter alia that the workman concerned was given advance increment initially alongwith several others, but the orders of the Railway Board were amended and advance increment was to be given only to those employees who were not absent from duty for more than 3 days; that Shri Pande was on leave for 4 days and he was not eligible to receive the advance increment as per the policy decision of the Railway Board. As regards Shri I. K. Sharma, it has been averred that he was on leave for 3 days only during the period of strike and so he was given the advance increment. It has been further stated that the advance increment was given unilaterally for special reasons and it was dependent on the directives of the Railway Board and could not be claimed as a matter of right. The Railway has, therefore, urged that the workman concerned being not eligible to receive the advance increment, the reliefs prayed for are not admissible.

4. The parties have not led any oral evidence but have relied only on documentary evidence which have been brought on the record. I have heard Shri Nigam appearing for the workman and Shri Shekhawat appearing for the Railways. I have also gone through the documents brought on record. It appears that the Railway Board had decided to reward the staff who had remained loyal during the railway strike in May, 1974. Such loyal staff were to be considered for any of the following benefits :—(1) cash award; (2) Extension of service; (3) Employment of son or daughter; (4) Advance increment. In the case of advance increment a specific quota was given to all the Railways and the quota for Western Railway was 70,000. The Divisions were required to send recommendations to Headquarter office. It also appears that advance increment/reward was to be given to the loyal staff who were present on the first day of the strike and who may have been on sanctioned leave upto 5 days and or was sick under Railway Doctor's Certificate. The limit of the number of days of absence (sanctioned leave) was reduced from 5 to 2 days in 1975 and instructions were issued that increments already sanctioned were to be revised and recoveries effected wherever necessary; subsequently the period of allowable absence (on sanctioned leave) was raised from 2 to 3 days. It is an admitted portion that Shri Pande, the workman concerned was on leave for 4 days during the strike period and as such the advance increment which was granted to him in 1974 was withdrawn in 1975, due to the revised instructions of the Board. It has been urged on behalf of the Railways that the grant of such

reward conditionally is a unilateral act of the Railway Board and cannot be claimed as a matter of right, unless the conditions of the grant are satisfied. The continuation of the Railways has substantial force. Since Shri Pande was on leave for 4 days, he is not entitled to the loyal increment as per the conditions. The case of Shri Sharma referred to by the Union stands on a different footing. He was on 3 days leave and one day is treated as compulsory day of rest. Therefore the Union's stand that since Shri Sharma is given advance increment, Shri Pande should also be considered cannot be accepted. Shri Pande, as stated earlier is not entitled to get the advance increment as in his case the conditions usually stipulated for grant of increment are not satisfied. It is true that he was initially given advance increment in 1974 but this was withdrawn in 1975, since the existing conditions were revised by the Railway Board. It is not the case of the Union that the reward or advance increment for loyal service was given by way of settlement with the Union. It is a unilateral act of the Board and it could change conditions bonafide to be consistent with its intentions and policy. No malafides have been shown to exist. As such I hold that the action of the Divisional Railway Manager, Rajkot in withdrawing the increment once granted for loyal service in respect of Shri K. N. Pande is not improper and is justified. The workman concerned is, therefore, not entitled to any relief.

Annedabad, 18th March, 1986.

A. N. RAM, Presiding Officer
[No. L-41011(14)/84-D.II (B)]

नई दिल्ली, 7 मई, 1986

कांमा० 2014—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में तिरुगोली कोलराइड कम्पनी लिमिटेड, रामाकृष्णापुर-II विविजन डा० कल्याणखाना (आंध्र प्रदेश) के प्रबन्धक स सम्बन्ध नियोक्ताओं और उनके कर्मचारियों के बीच अनुबन्ध में निवेदित औद्योगिक विवाद में औद्योगिक अधिकरण, हुंदराबाद के पचाड का प्रकाशित करती है, जो केन्द्रीय सरकार को 21 अप्रैल, 1986 को प्राप्त हुआ था।

New Delhi, the 7th May, 1986

S.O. 2014.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Singareni Collieries Company Ltd., Ramakrishnapur-II Division, P.O. Kalyanikhan (Andhra Pradesh) and their workmen, which was received by the Central Government on the 21st April, 1986.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Industrial Dispute No. 26 of 1985

BETWEEN

The Workmen of M/s. Singareni Collieries Company Limited, Ramakrishnapur II Division, P.O. Kalyanikhan.

AND

The Management of M/s. Singareni Collieries Company Limited, Ramakrishnapur II Division, P. O. Kalyanikhan.

APPEARANCES :

Sarvasri G. Bikshapathy, G. Vidya Sagar and G. C. Venkataswamy, Advocates—for the Workmen.

Sarvasri K. Srinivasa Murthy, H. K. Saigal and Kumari G. Sudha, Advocates—for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012(58)/84-D.III (B) dated 8th May 1985 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the management of M/s. Singareni Collieries Company Limited, Ramakrishnapur II Division and their workman to this Tribunal for adjudication :

"Whether the action of the Management of M/s. Singareni Collieries Company Limited, Ramakrishnapur-II Division in dismissing from service Shri E. Latchi Reddi, Coal Filler, P. Komariah, Coal Cutter and I. Manumantha Rao, Timberman, Sreerampur-I In-

clude, with effect from 11th June 1984 is justified? If not, to what relief is the workman concerned entitled?"

This reference was registered as Industrial Dispute No. 26 of 1985 and notices were issued to the parties.

2. In this reference it has to be decided whether the Singareni Collieries Company Limited, Ramakrishnapur II Division was justified in dismissing from service Shri E. Latchi Reddy, Coal Filler, P. Komariah, Coal Cutter and I. Manumantha Rao, Timberman, Sreerampur-I incline with effect from 11-6-1984? If not, to what relief?

3. In the claims statement filed by the Workman it is contended that the two petitioners P. Komariah Coal Cutter and I. Manumantha Rao, Timberman who worked in the first shift duty from 7.00 A.M. to 3.00 P.M. on 7-6-1983 were not responsible for the strike and they were not aware about incident that took place on 7-6-1983. It is their case that the management declared a lock out by about 9.00 a.m. and immediately they left home. According to him the Management issued a charge sheet on 21-6-1983 alleging five charges for which they submitted their respective explanations. It is their case that both are members of I.A.I.U.C. and their Union did not encourage such stoppage of work and inspite of that an enquiry was conducted by the Personnel Officer without notifying them and enquiry was unfair.

4. It is contended that the order of dismissal is invalid and as the charge sheet is vague and stereotyped. It is contended that the said Manager Sreerampur I incline is a party to the incident and he is not competent to issue charge sheet and that the Petitioners were dismissed by the Additional C.M.E. Sreerampur as the Manager has no authority to issue charge sheet. It is contended that the findings of the Enquiry Officer are perverse and partisan and he did not consider the document by the Management properly. It is contended that the Petitioners not being coal fillers and when the strike is called by the Coal fillers, the Management should have seen that they are not connected with the industrial unrest. It is pointed out that the enquiry is vitiated on the ground that the Officer who issued a charge sheet was not only a witness but acted as representative of the Management. Further it is contended that the criminal case pending against the Petitioners and other workmen, were acquitted by the said Magistrate in C.C. No. 354/83 dated 30-4-1984.

5. Finally contended that the two persons are innocent and the charges are false and fabricated. It is their own case that they were maintaining clean record of service and they were implicated by the other Union and they were made a scape-goat and that they were unemployed ever since from the date of dismissal. They prayed for direction to the Management to reinstate the in service with full back wages and other attendant benefits.

6. The Management filed a counter against both of them. It is their case that the Petitioners were served with the charge sheet on 27-6-1983 listing the misconducts committed by them and that the enquiry was conducted by the Enquiry Officer by observing all the required procedures as per law and natural justice. Both were dismissed for proven misconduct with effect from 11-6-1984 the other allegations are not correct and it is incorrect that the charges are vague and stereotyped after considering all the documents filed. The Manager is fully empowered to issue charge sheets, that he is party to the incident. The criminal proceedings and the acquittal of the petitioners and other workmen have no relevance to the domestic enquiry. The scope of criminal is different from the scope of enquiry from service matters. The allegations that these persons are innocent and that the Management fabricated against them is false and incorrect. These petitioners are not spectators to the incident and unrest that took place on 7-6-1983 but actually instigated the workers to go on strike and organising picketting in front of the office and abused Colliery Manager in filthy language and confined him in the office and pushed Pit Office Assistant and organised procession of workmen to the Colliery Manager residence raised slogans and abused against him and broke the compound gate of the residents of the Manager. The punishment awarded is not at all disproportionate to the gravity of the misconduct conducted by the petitioners. The Management is in no way influenced by the rivalry between the Unions and such an allegations raised for the first time now, and the acquittal of the Petitioner in criminal case has relevance to the disciplinary action caused upon the domestic enquiry. So the dismissal is valid and justified.

7. On the preliminary issue, whether the domestic enquiry is conducted properly or not by observing the principles of natural justice, this Tribunal after perusing the documents filed by both sides Exs. W-1 to W-22 filed on behalf of the Management, as there is no oral evidence on either side and no documents filed by the workers after considering the entire material, it is held that these two persons participated in the enquiry and that the Manager is competent authority to issue the charge sheet and also to conduct the enquiry and that defendants were asked to question them and that they participated in the enquiry but they refused to cross examine the witness. So on the available material, it is held that the domestic enquiry is held properly after giving reasonable opportunity observing the principles of natural justice. The said order dated 20-11-1985 is part of the record and part of this Industrial Dispute No. 26 of 1985.

8. It is interesting to note at the outset that E. Latchi Reddy, Coal Filler who is one of the dismissed employee of the same Unit dated 11-6-1984 though served with notices did not come before the Tribunal to file his claim statement either to contest that the domestic enquiry is not properly held or to say that the punishment is contrary to the standing Orders and that the same is excessive or that it is vitiated by law and procedure as well as facts. In other words so far as E. Latchi Reddy, Coal Filler is concerned who is one of the persons concerned in the reference in this Industrial Dispute No. 26 of 1985 it must be held that irrespective of the findings with reference to other two persons namely P. Komariah Coal Cutter and I. Hanumanth, Timbermen, it must be held that the said E. Latchi Reddy, Coal Filler who was dismissed from the service after conducting domestic enquiry and passing dismissal order that came into effect from 11-6-1984 was not bothered and was not prepared to agitate his case as required under law even after service of notice by this Tribunal and giving him all reasonable opportunity to defend himself and therefore the finding of the dismissal given against him must be held to be justified in the given circumstances of the case.

9. After the domestic enquiry was held to be proper, no further new material by way of oral evidence was adduced but the workers marked Exs. W-1 to W-3 as documents on their behalf. The Management counsel gave consent for marking Exs. W-2 and W-3 and she objected to the marking of Exs. W-1 but her objection was over ruled by the Tribunal as the said document was referred in the domestic enquiry. Thus Exs. W-1 to W-3 were marked. After hearing both the sides.

10. Ex. W-1 is the judgement in C.C. No. 354/83 on the file of Judicial First Class Magistrate, Luxettipet in Crime No. 51/83 of CCC Naspur. It was a charge sheet made against these two workmen and 13 others under Sections 147, 448, 506, 427 and 147 IPC. In the said judgement it was held that the prosecution failed to prove the guilt of the accused and therefore they were all acquitted under Section 253(i) Cr. P.C. of the offence for which they were charged. It is mentioned that there is no evidence that any of the accused trespassed the quarters of PW-2 and that there is no evidence that any of the accused damaged the gate and that there is no evidence that these accused persons before the Court were members of any unlawful assembly. It is pointed out that it had come in the evidence that the workers had grievance against the Management and in that connection about 150 to 200 persons took out the procession for ventilating their grievance and that there is no grievance that the accused committed no offences and further it is observed even some of the accused were present in the procession, it cannot be said that they have committed any offence. Thus the Criminal Court held on the available evidence the Prosecution failed to prove the guilty of the accused and they are entitled for the acquittal. Ex. W-1 is a certified copy of Criminal Court and it is a public document touching these persons on same facts about the same incident. It is admissible even under Evidence Act of course in the I. D. Act evidence act is not strictly followed.

11. The question regarding the domestic enquiry being done during the pendency of the criminal proceedings and the value of the judgement of the Criminal Courts resulting in acquittal have to be considered in the present case. In Bimal Kanta Mukherjee v. Newman's Printing Works (1956 (1) LLJ, page 453) The Labour Appellate Tribunal took the view that the principles of natural justice do not require that an employer must wait for the result of the criminal trial before taking action against the employee. This view was affirmed by the Supreme Court in Delhi Cloth and General Mills Ltd. v.

Kushal Bhan (1960 (1) LLJ, page 520 at page 521) it was held that the case being very simple that there was no failure of natural justice in that case in not withholding enquiry pending criminal proceedings against the workman. This point was, however, elaborated by Chief Justice Gajendragadkar in Tata Oil Mills Co. Ltd. v. Its Workman (1964 (11) LLJ page 115 at page 119) in the following words :

"...it is desirable that if the incident giving rise to a charge framed against a workman in a domestic enquiry is being tried in a criminal court, the employer should stay the domestic enquiry pending the final disposal of the criminal case. It would be particularly appropriate to adopt such a course where the charge against the workman is of a grave character, because in such a case it would be unfair to compel the workman to disclose the defence which he may take before the criminal court. But to say that domestic enquiries may be stayed pending criminal trial is very different from saying that in an employer process with the domestic enquiry in spite of the fact that the criminal trial is pending, the enquiry for that reason alone is vitiated and the conclusion reached in such an enquiry is either bad in law or mala fide."

To the same effect is the decision in Jung Bahadur Singh v. Day Ram Tewari (1959(1) LLJ, page 507 at page 509). Thus it will be seen that pendency of the criminal trial is not an absolute prohibition to proceeding with the domestic enquiry on the same charges and as such proceedings cannot be considered to be void if conducted during the pendency of such criminal trial. But in cases where the charges in both the proceedings are the same and they are of serious nature, the holding of domestic enquiry may compel the accused persons to disclose his defence, causing serious prejudice to him then it is advisable to stay the domestic enquiry till the completion of the criminal trial. This was observed as pointed out in Tata Oil Mills Co. Ltd. v. Its Workmen as extracted now and also in Vinod Behari Dixit v. United Commercial Bank (1979 Lab. I.C. page 1239 at page 1244). So in judging the grievance of the Offence the nature of allegation has to be taken into account and not the person or persons who are actually involved in the offence. To that effect it is laid down in Undeshwar Prasad v. Hindustan Steel Works Construction Ltd. (1983 Lab. I.C. NOC page 102 and in J. K. Cotton Spinning and Weaving Mills Ltd. v. Its Workmen (1965 11 LLJ page 153) A question arose whether the employer who withheld the enquiry pending the appeal of the workman in case he is convicted by the trial court in the criminal offence. The workman was tried for the offence of theft committed by him. Pending the criminal proceedings he was also charge sheeted by the employer for the offence of misconduct of theft, but the workman requested the employer that the enquiry be adjourned till the decision of the criminal case and he informed the Enquiry Officer that he did not want to take part in the enquiry and he would submit his statement and defence only before the Magistrate who was trying the case. This request was granted by the Enquiry Officer. After the workman was convicted by the Criminal Court, the Enquiry Officer took up the enquiry and intimated the workman on the next date of hearing. The workman did not appear on the date of hearing. He prayed for adjournment of the enquiry till the decision of the appeal which he intended to prefer against his conviction and sentence. He was, however, informed that no further adjournment was possible and the Enquiry Officer in these circumstances proceeded with the enquiry in the absence of the workman as a result of which he was dismissed from service. Though the Tribunal did not find any defect in the enquiry. It held that the domestic enquiry was based on the conviction of the workman by the Criminal Court which was set aside in appeal and hence no value could be attached to the findings arrived at the enquiry. The award of the Tribunal was affirmed by the Labour Appellate Tribunal. But in appeal by special leave, on the facts of the case the Supreme Court found that there was nothing in the report of the Enquiry Officer to show that he was influenced by the conviction of the workman by the Criminal Court. Following the principles in Kushal Bhan's case the Court observed that the principles of natural justice do not require that the employer must wait for the decision of the criminal case or an appeal before proceedings with the domestic enquiry.

12. The law laid down in these decisions has been summed up by a single Judge of the Madras High Court in Anglo Ameri-

can Direct Tea Trading Co. v. Labour Court (1970 1 LLJ page 481 at pages 484 and 485 in the following words :

"If a domestic tribunal had concluded its enquiry and came to a conclusion even before the criminal court has passed judgment, the domestic tribunal's conclusion is not vitiated by the fact that, on the same facts, the criminal court has subsequently acquitted the worker either on a technical ground or on merits. Similarly, if after a conviction by the criminal court, there is a finding of the domestic tribunal holding the employee guilty on evidence which is independently assessed by it, the fact that subsequently on appeal, the worker was acquitted does not mean that the domestic tribunal's conclusion is in any way vitiated. But if the criminal court's judgment, either of a trial court or of an appellate Court, is earlier than the domestic tribunal's enquiry, the domestic tribunal is bound to take the judgment of the original court into consideration. If after taking the judgment into consideration, the domestic tribunal takes a different view, the labour court cannot interfere if it is found that principles of natural justice have been complied with and there is evidence which could support the finding of the domestic tribunal. But, if the domestic tribunal does not apply its mind to the judgment of the criminal court, it may show mala fides and therefore its order may be liable to be struck down."

But in later decisions, this High Court appears to have taken a somewhat divergent view. In Tirunelveli Tuticorin Electric Supply Co. Ltd. v. Industrial Tribunal [1975 (1) LLJ, page 304 at 307] another single Judge of the High Court observed that when the complaint has been the subject matter of proceedings in a criminal court, and the criminal court has come to the conclusion with reference to the complaint, it is not open for a domestic tribunal to come to a contrary conclusion with regard to the identical subject matter in a domestic enquiry and the position would be different if the criminal court has not come to any conclusion on merits but decided in favour of the accused on a technical ground. On the other hand, if the criminal court acquits an accused on merits finding him innocent, it is not open to the enquiry officer to find him guilty of the very same charge. In Tirunelveli Tuticorin Electric Supply Co. v. Industrial Tribunal [1975 (1) LLJ, page 302 at 315] yet another Judge of the same High Court further elaborated by stating that no doubt the acquittal of an employee is no bar for a domestic enquiry being conducted for the same charge but that is permissible in a case where acquittal is on technical ground and not on appraisal of the evidence and if the acquittal was based on an appraisal of the evidence, it is not open to the domestic tribunal to come to a different conclusion on the evidence given by the same witnesses without adding anything more to what they had deposed in the criminal court as this could result in the orders of the judicial courts being set at naught by enquiry officers who are, after all, nominees of the employers. The rule in the last two decisions was followed by the High Court in General Manager Parry's Confectionary Ltd. v. Industrial Tribunal [1974 (1) LLJ, page 422 at 436]. But since, the acquittal was on a "Technical ground" such as want of sanction to a case of 'benefit of doubt' it was stated that in such a case the employer will not be precluded from taking action against the employee for the offence. But in these two cases, the High Court has not referred to Anglo American Direct Tea Co's Case (supra) which is the correct view of law.

12(a) Ex. W-1 is a public certified copy of the criminal court judgement and it is between the same parties with reference to the same matter. When even hearsay evidence if it is credible is admissible in the proceeding before the domestic Tribunal I do not find any substance in the argument of the Counsel for the management that this document Ex. W-1 for which Counsel for the Management was not included to give consent should not be looked into. Ex. W-1 is a credible document and it is a public document and becomes admissible as a certified copy of the judgement affecting the parties who are involved in this dispute.

13. Thus in the instant case Ex. W-1 would show that P. Komariah and I. Hanumanth Rao who are shown as accused 4 and 6 were charged under Sections 147, 448, 506, 427 and 147 IPC in C.C. No. 354/83 on the file of the First Class Judicial Magistrate, Laxipet and after examining the Management witnesses P. Madhav Reddy, Colliery Manager

(C.W. 2 in C.C. 354/83), J. Odelu (PW-5 in C.C. 354/83) B. V. Prakash (PW-3 in C.C. 354/83), S.L.J.C. Sanjeeva Rao (PW-4 in C.C. 354/83) and P. Ramachandra Rao (PW-1 C.C. No. 354/83) the First Class Magistrate acquitted the accused on 30th April 1984. All these witnesses who are examined in the Criminal Court were examined in the domestic enquiry. Now the Criminal Court assessed the evidence of these people and came to the conclusion that no charges were proved against A4 and A6 therein who are persons concerned in the present case apart from other accuseds. Now as per the rulings now as discussed it cannot be held that the acquittal in C.C. No. 354/83 was on a technical ground such as want of sanction to a case of "benefit of doubt".

14. The domestic enquiry in the case of I. Hanumanth Rao, Timberman, the charge sheet dated 27-6-1983 as per Ex. M-1 and his explanation is dated 8-7-1983 as per Ex. M-3 and the domestic enquiry report Ex. M-1 would show that the enquiry was held on 18-7-1983 and 23-7-1983 and it is completed by the enquiry officer on 16-8-1983 and the dismissal order which is recommended was accepted by the Management and finally dismissal order was passed on 10-6-1984 as could be seen under Ex. W-2 by the Additional Chief Mining Engineer, Sreerampur. It is held in the domestic enquiry that the charges against him were proved under Standing Orders 16(5), 16(9) and 16(19). Ex. W-2 which is the final order passed by the Additional Chief Mining Engineer dated 10-6-1984 mentioned that he fully concurred with the findings of the Enquiry Officer and that the charges were proved beyond doubt and that they are serious in nature and the punishment warranted is that of dismissal from the Company's service. It is also mentioned that there were no extenuating circumstances to make a lenient view. The charges as per the charge sheet under Ex. M-1 are five heads under first charge and it was also said that he should have explained within three days why severe disciplinary action should not be taken against him. So by the date of final order on 10-6-1984 under Ex. W-2 the Management cannot express ignorance of the order of the First Class Magistrate Laxipet in C.C. No. 354/83 whereunder for same charges when same witnesses were examined, the Magistrate acquitted them holding that the prosecution failed to prove the guilty of the accused and they are entitled for acquittal. So the Additional Chief Mining Engineer Sreerampur when he passed Ex. W-2 order against I. Hanumanth Rao to say that he had considered the past record and found that there are no extenuating circumstances to take a lenient view and further when he observed that the charges levelled against him were proved beyond reasonable doubt would show that the same is not strictly followed in all fairness to the workman. The explanation of the workers that the allegations are framed and motivated to victimise him as mentioned in Ex. W-3 and that he is a worker attached to the Singareni Collieries Workers Union, affiliated to A.I.T.U.C. and that they did not encourage the stoppage and his denial about his participation in the procession or any other incident at the house of the Colliery Manager alleged to have taken place are not properly considered in the proper perspective.

15. For example Exs. M-1 to M-11 marked by the Management referred to I. Hanumanth Rao, Timberman and Exs. W-1 and W-2 referred to the said I. Hanumanth Rao from the workers point of view. When the witnesses whom the Management enquired into were examined in the Criminal Court also and when the offences are admittedly of serious nature and when a final order of dismissal is being passed to say that the Criminal Court Judgment for the same charges of the said person was acquitted should have been taken into consideration as a relevant circumstance to decide whether there was any fairness in the enquiry in conducting in spite of criminal trial is pending. Further in the light of the decision in J. K. Cotton Spinning and Weaving Mills v. Its Workmen [1965 (11) LLJ page 153] where in a Criminal Court when the workman was convicted and when the enquiry was proceeded after the said conviction the workman prayed for an adjournment stating that he initiated to prefer an appeal against the conviction and sentence for which the Enquiry Officer refused to give any adjournments and in the absence of the workman the enquiry was proceeded with. In that the domestic enquiry was based upon the conviction of the workman by the Criminal Court and the same was set aside in the appeal by the Tribunal and the same was affirmed by the Labour Appellate Tribunal when the matter went in special leave that the Supreme Court found that there was nothing in the report of the Enquiry Officer to show that he was influenced by the conviction of the work-

man by the Criminal Court. But in the instant case, it is a case of clear and clean acquittal against these workmen against all the charges. In the Criminal Court there were charges under Sections 147, 448, 506, 427 and 147 I.P.C. They covered the charges in sum and substance of Standing Order No. 16(5), 16(9) and 16(19) and the evidence was also the same and same witnesses were examined and there was no appeal preferred against the judgment either by the Management or by Madhav Reddy who was the affected party on whose complaint the crime was registered. So it cannot be said that the acquittal judgment of the Criminal Court need not be taken into consideration or that the same can be brushed aside as if the final order of dismissal was passed by the Division Chief Mining Engineer without being influenced in any manner, and that he was deciding solely on the basis of enquiry report of the concerned enquiry officer. When the acquittal is not on technical ground and when the acquittal is based upon appraisal of evidence in a criminal court, it is not open to the Management to come to a different conclusion on the evidence given by the same witnesses without adding anything more to what they have deposed in the criminal court as this could result in the orders of judicial courts being set at naught by the enquiry officer or the Manager as the case may be as mentioned in *Anglo American Direct Tea Trading Co. v. Labour Court* [1970 (1) LLJ page 481 at pages 484 and 485] and also in *Trirunveli Tuticorin Electric Supply Co. Ltd. v. Industrial Tribunal* [1975 (1) LLJ page 304 at 3071]. Therefore the final orders was called out in the light of the criminal court judgment of acquittal when the offences are serious and similar and grave would show that the management was trying to go against the criminal court judgment of acquittal and the same would amount to setting at naught the pronouncement of the judicial courts by the enquiry officers who are after all nominees of the employers. I therefore upheld the contention of the counsel for the workmen that Ex. W-1 which is the judgment of Criminal Court showing acquittal which is earlier to the date of final orders passed under Ex. W-2 against I. Hanumanth Rao would go a long way to show that the workman cannot be punished on a domestic enquiry report ex parte without adding anything more so as to jeopardise the judicial pronouncement of a Criminal Court in indirect manner.

16. Even otherwise let us see what is the evidence that is let in under Exs. M-1 to M-11 against I. Hanumanth Rao to show that I. Hanumanth Rao actively participated along with the striking coal fillers on 7-6-1983 or that he abused the Colliery Manager in filthy language or that he gathered and organised and lead a procession etc. or instigated the workmen to commence illegal strike. Admittedly I. Hanumanth Rao belong to the first shift and he was only a Timberman and he come to duty on 7-6-1983. It is not denied that he is affiliated to Singareni Collieries Workers Union which is affiliated to A.I.T.U.C. According to Sri Riteknathi when there is lockout notice at 9.10 a.m. as a Timberman he is not expected to be there and he is not at all connected with the said strike of coal fillers or picketing as explained by him under Ex. M-3.

17. Under Ex. M-1 it is necessary to see that he was asked to appear for enquiry in the office on 12-3-1984 with all his witnesses and documents, if any. But the enquiry proceedings would show as per Ex. M-4 at page 5 that the proceedings were started on 6-7-1983 itself. The docket proceedings maintained for the case file from 27-6-1983 would show that the enquiry was started on 6-7-1983 and the management witnesses were examined from 18-7-1983. Even on 12-7-1983 the complainant had not attended the enquiry and the Timbermen wanted the enquiry to be postponed to 18-7-1983. Now on 18-7-1983 six witnesses were examined on behalf of the Management and again it is adjourned to 23-7-1983. On 23-7-1983 what has happened is not mentioned in the case diary at page 5 on its reverse side. But at page 25 it is found that one P. Ramachander Rao and the J. N. Guani and Colliery Manager D. S. Rao and one V. P. R. Vithal Deputy C.M.F. and that the statement was also recorded finally from Hanumanth Rao side he was cross examined by Madhav Reddy for the Management as could be seen at pages 35 to 41. But no docket entries were made for the same by the enquiry officer. When the management witness Madhav Reddy who is the complainant examined on 18-7-1983, he mentioned that the Coal Fillers of Sreerampur Incline struck work illegally as there was no alternative and lockout was declared in consequence of the said illegal strike. So when the Coal Fillers struck work on 7-6-1983 and when the lockout was declared even as per Madhav Reddy, I. Hanumanth Rao was not in the picture till

the coal fillers struck work. But according to Madhav Reddy, I. Hanumanth Rao though happened to be a Timberman had joined the striking coal fillers started arguing to accept the demands then and there. Now thereafterwards the entire evidence would show as per the enquiry report that I. Hanumanth Rao, Timberman and other workers approached him and they requested him and they confined him and they raised abusive slogans and they lead a procession with an affigy of the said Madhav Reddy and they went upto to his residence and I. Hanumanth Rao and other attempted to burn affigy in front of his house and they raised slogans and hurled stones. Madhav Reddy who is the Colliery Manager could not mention in his entire deposition atleast while deposing that I. Hanumanth Rao, Timberman and others P. Komariah also joined hands with him and that I. Hanumanth Rao and P. Komariah and others have done these alleged serious offences of misconduct. It is surprising that the entire incident happened on a single day and it is admittedly the case of the management that the strike went on till the end of the month for the Coal Fillers I. Hanumanth Rao case is that he took over his work from Head Overman and it was informed that the Mine was in lockout and therefore he was asked to go Home. Now Potha Raju who is the Enquiry Officer mentioned that there was an illegal strike of Coal Fillers of Sreerampur Incline and on 7-6-1983 he found from the Form C that the illegal strike by the Coal fillers started on 7-6-1983 and continued upto 30-6-1983 till the third shift. It is there at page 10 of Ex. M4.

18. Now the next witness who is examined for the Management is J. Odelu who is a badli worker. It is his case that when the strength of the workers was reduced from 12 to 10 in a gang the coal fillers approached him to join the strike but he did not agree while all the Coal Fillers went on strike. He admitted that the lock out was declared by the Management. According to him after the lockout is declared "I. Hanumanth Rao and Others" argued with him to accept the said demand and "I. Hanumanth and others" declared "L. Hanumanth Rao and Others" argued with him and others" shouted against the Colliery Manager and raised slogans against the Colliery Manager till the Additional C.M.E. came to their office, and that "I. Hanumanth Rao and others" raised slogans against S. C. Gupta, Additional C.M.E. and though he mentioned that abused him in filthy language, not a single word is mentioned as to the real verbatim affect of the said filthy language. So similarly B. V. Prakasham, Head Overman who is examined mentioned that I. Hanumanth Rao argued with him to accept for the demand of the coal fillers and tried to convince him in the meantime S. C. Gupta Additional C.M.E. came to their office and "I. Hanumanth Rao and others" left that place and went to the Colliery Manager's Office. So the Head Overman B. V. Prakasham who was working along with Odelu who was supervising the work of Odelu, coal fillers denied all what is said and could have been done by J. Odelu. According to B. V. Prakasham, I. Hanumanth Rao argued with him to accept for the demand of the coal fillers and he tried to explain and convince and in the meanwhile S. C. Gupta came to the office, so the abusive or the filthy language or the confinement of Colliery Manager were not whispered by B. V. Prakasham in his entire evidence. According to B. V. Prakasham I. Hanumanth Rao, Timberman was found with other workers in the procession when the affigy of Colliery Manager was being taken towards Sreerampur colony. So the slogans, filthy languages as well as arguments with the Colliery Manager were all not whispered in the evidence of Head Overman B. V. Prakasham who is concerned to issue the In-ticket to I. Hanumanth Rao Timberman. His evidence would be cut at the previous two witnesses statements. Similarly coming to P. Ashok Kumar P.O.A. of the Incline. He mentioned that he received information that somebody trying to non-alien his scooter handle and he went to the scooter, and then came back to Addl. C.M.E. garage. It is his case that at that time "I. Hanumanth Rao, Timberman along with others" were present at the verandah of the office. According to him he was asked by I. Hanumanth Rao where he had been. He told him that he went to get his scooter repaired. According to him "I. Hanumanth Rao along with others" workers surrounded him and pushed him physically. First of all this Ashok Kumar did not corroborate either Madhav Reddy or B. V. Prakasham Head Overman and the so called pushing of Ashok Kumar was not whispered by any one for the first time who was coming forward with the said story.

19. The next statement of B. Ranga Rao, Special Cadre clerk would show that he was on duty on 7th June, 1983 and at about 10.00 A.M. Ashok Kumar P.O.A. received information that somebody non-aligned his scooter handle and he went out of his office and that when he returned back Ashok Kumar, P.O.A. was questioned by "I. Hanumanth Rao and other workers" and "I. Hanumanth and other workers" did not accept his explanation and he was pushed physically.

20. Sri Sanjeev Rao, Junior Inspector is the next witness examined. According to him on 7th June, 1983 at about 9.10 A.M. the Colliery Manager came to Addl. C.M.E. office and then immediately "I. Hanumanth Rao and other workmen" came to the Addl. C.M.E. Office and tried to enter the office by raising slogans and abuses then he and Ramchander Rao, Senior Inspector objected them not to enter the office. It is his case that "I. Hanumanth Rao and other workmen" raised slogans against the Colliery Manager in a loud voice and "I. Hanumanth Rao and others" stood at the entrance door thereby confining the Addl. C.M.E. in the Office. According to him at about 3.45 p.m. he received information that "Hanumanth and others" organised a procession along with the affigy of the Colliery Manager to be taken to Sreerampur Colony and that "Hanumanth Rao and other workman" raised slogans abusing Madhav Reddy in filthy language and they carried the affigy of Madhav Reddy to his residence. He mentioned that Sub Inspector of Police, C.C.C. Police Station along with some constables came towards the procession and the Police who were at the scene along with the Circle Inspector of Police and others took the situation under control. So the evidence of Sanjeev Rao except stating "that Hanumanth Rao and others" confined the Addl. C.M.E. He could not say what are the abuses or filthy language used by the workmen and they could not spell out a single workman among others present.

21. Similarly P. Ramachander Rao who is the Senior Inspector mentioned that at about 9.10 A.M. when the lock out was declared the workmen wanted to go inside and after some time Madhav Reddy, Colliery Manager came out and talked to the workers and then the workers raised slogans against him and when he came to the Incline he found "I. Hanumanth Rao and others raising slogans against S. C. Gupta, who was there in the Colliery Managers room and the workers dispersed. According to him he found the workers carrying the affigy of Madhav Reddy and the Police came from the Police Station and stopped them. So his evidence would show that the slogans were raised against S. C. Gupta. Additional C.M.E. and that the workers carried the affigy and Hanumanth Rao has nothing to do with it. But S. C. Gupta, Addl. C.M.E. is not examined to give evidence to show that he was stopped and abused in filthy language. At any rate the charge is that I. Hanumanth Rao abused in filthy language against Colliery Manager Madhav Reddy and not about S. C. Gupta as mentioned by P. Ramachander Rao.

22. Coming to U.N. Boiani evidence who is the Colliery Manager, he mentioned that he was on duty on 23-6-1983 and on that day I. Hanumanth Rao, Timberman of SRP II Incline in the first shift asked all the workers not go down in the Mine and that the workers told him that if other Mines stopped in this connection they should stop from working. On 23-6-1983 the Mine worked. According to him I. Hanumanth Rao came to SRP 2 on 25-6-1983 in first shift and stopped all the workers to go down and due to that all the Coal fillers went on strike and lockout was declared to other workers.

23. So according to him it must be borne in mind in SRP 1 and SRP 2 Inclines are both connected mines and the Colliery Manager mentioned that lockout was declared to other workers on 25-6-1983 whereas the evidence would show that the lock out was declared on 7-6-1983 itself. At any rate Boiani's evidence had nothing to show about the charges mentioned under I(a) (b) (c) and (d) of Ex. M1.

24. Coming to D. S. Rao, Colliery Manager, SRP 2 Incline He was on duty on 24-6-1983 and he got report that SRP 1 Incline workers came to SRP 2A Incline and stopped the workers going down and therefore he went there to question them and he explained to them not to be afraid of anybody and resume work but they did not resume work. He mentioned that he did not know the names of the workers. So D. S. Rao who is incharge of SRP 1 Incline denied about

the presence of I. Hanumanth Rao among the workers or about participation in the so-called strike of Coal fillers. He further could not mention the names of workers who came. Thus Bojani's evidence would show that the Mine worked on 23-6-1983 and that D S Rao's evidence would show also that the Mine worked on 23-6-1983 without obstruction and that the presence of I. Hanumant Rao is not mentioned.

25. Coming to the last witness for the Management V.P.R. Vithal, Deputy C.M.E. He mentioned that he was on duty on 23-6-1983 in the first shift when the strike of coal fillers was going on and the coal fillers told him that few persons of SRP I Incline came to R.K. 6 and requested them not to go down. According to him when he came to SRP I Incline about 9-15 a.m. he noticed I. Hanumanth Rao, Timberman talking to workers of RK 6 Incline saying not to go down. So even in the evidence would show that the first shift workers went on strike as the coal fillers were on strike and when he went to stop all were onstrike. So what transpired leading to the strike is not known to him. Presence of I. Hanumanth Rao talking to the workers seen by him will not give a finality to the leadership that he was leading the cause of the coal fillers. So top officials namely D. S. Rao, V. P. R. Vithal, Bojani and P. Ramachander Rao miserably failed to connect I. Hanumanth Rao with any overt acts attributed in the charge sheet and they could not connect him to the action mentioned in the charge sheet. B. V. Prakasham, Ashok Kumar, B. Bojani and Sanjeev Rao were only mentioning that I. Hanumanth Rao and others were responsible.

26. Surprisingly there is no mention that "I. Hanumanth Rao and P. Komariah and others" were there atleast. Though the Enquiry Officer conducted the enquiry with reference to I. Hanumanth Rao from 18-7-1983 till 27-7-1983 and examined nine witnesses as mentioned at page 56 of Ex. M11. The so called abusive language or filthy language employed by "I. Hanumanth Rao and others" or so-called confinement of Addl.C.M.E. Sri S. C. Gupta were not spelled out. S. C. Gupta is not examined and admittedly the coal fillers were on strike and they could not mention even one of the coal fillers as active participant. The coal fillers are not mute sheep to follow I. Hanumanth Rao when there are two Unions and the coal fillers are also having their Union. I. Hanumanth Rao is a Timberman and he is a Member of A.I.T.U.C. and his union did not support the strike. The lockout was declared by 9.10 a.m. According to I. Hanumanth Rao he was on leave from 4-6-1983 to 6-6-1983 and the incident took on 7-6-1983 and it is organised by Tandur Coal Mines Labour Union. Even if the medical chits Exs. M9 and M10 which was commented upon by the enquiry officer as well as Management's counsel are not to be looked into when the strike is actually on 7-6-1983. His absence from 4-6-1983 to 6-6-1983 even if it is not for medical purposes as shown under Exs. M9 and M10 it had little significance because some village quack doctor or the Surnanch gave the certificate which are being vehemently doubted regarding the relevancy of those certificates have no meaning. Admittedly on 7-6-1983 this I. Hanumanth Rao came as per his explanation Ex. M3 in first shift and picked his In-ticket to perform his duty as usual. This is not disputed as could be seen under Ex. M3. So his absence from duty on 4-6-1983 to 6-6-1983 by staying at his village after availing sick and getting treatment has no relevancy. Of course the defence examined one witness to show that I. Hanumanth Rao was at home on 7-6-1983 his name is G. Komariah of Narsingapuram. He said that he met I. Hanumanth Rao, Timberman on his way from the fields at Narsingapuram and Narsing Rao told him that his Mine is not working and from there they went to their houses. He supposed to have met his at 2.00 O'clock at the fields. When the lock-out was there by 9.15 a.m. and when it is not disputed that Narsingapuram is within the reach of Mine SRP I Incline which can be reached within five hours as is shown. I do not find any absurdity in the said statement. Infact it is not suggested that G. Komariah son of Malliah residence of Narsingapuram that on 7-6-1983 he did not meet him at Narsingapuram village and it is not possible for him to come to that place from his place where he was working. The other workman is Duram Sailu. He too mentioned that he met I. Hanumant Rao on 7-6-1983 at 2.00 p.m. at the Bus Stop and it is suggested that he told him that I. Hanumanth Rao himself told him that he met

him on 7-6-1983 and therefore he affirmed the same before the Enquiry Officer. From this it is argued that Durgam Sailu who is only purchased and tutored witness. Even D. Sailu is excluded not to be believed nothing turns upon the evidence of prosecution of Management to show that they proved the case with only I. Hanumanth Rao who is Timberman were leader for these coal fillers and committed the said alleged offender.

27. Infact another fact is relevant in the circumstance. The same Enquiry Officer conducted the enquiry against P. Komariah as could be seen in the domestic enquiry file and the docket marked with reference to him are marked as Ex. M12 to M22. In his case he was asked to explain by 11-7-1983 as per Ex. M1 therein, and he too mentioned that he was not guilty and that he was Coal cutter of SRP 1 Incline and he was informed by 9.10 a.m. that there was a lockout and when there was notice he went home. Now the dismissal order given to him is marked as Ex. W3 and the criminal judgement is Ex. W1. It is interesting to note that at page 42 of the said enquiry report which is marked as Ex. M20. Similarly to Ex. M11 though the enquiry was held to be on 27-7-1983 and 16-8-1983 and 22-8-1983 though he examined eight witnesses of whom one V. Rajanandam, Clerk Grade I and D. Bhasker Rao, Deputy C.M.E. were examined as 5 and 6 as could be seen under Ex. M20, the other witnesses who were examined namely J. Odelu, P. Ramachandra Rao, B. V. Prakash Ashok Kumar, N. O. Bojan, Sanjeev Rao are all examined with reference to I. Hanumanth Rao also. The evidence given by them as witnesses on 27-7-1983, 16-8-1983 and 22-8-1983 is verbatim the same as found in Ex. M11 is on earlier dates ! Except the name of "P. Komariah" in the place of "I. Hanumanth Rao" all their statements though said to be given on different dates is one and the same. It is surprising to find that they do not find anything natural in their statement and they merely copied verbatim as supposed to be stated against I. Hanumanth Rao. This would show that the enquiry officer was functioning like copying machine and the enquiry statements instead of recording them in the normal way as one is expected to do. Therefore it is strange case where the enquiry officer failed in his duties and did not perform his duties while recording statement. It is one thing to say that the enquiry principles are observed regarding procedure but it is another thing to say that a machine like enquiry of prototyped statements of the same witnesses examined on different dates being shown verbatim by replacing the name of the first delinquent by a second delinquent would prove that the enquiry was benafide, sincere, honestly done as required under the procedure and therefore that the same did not affect the very nature of proceedings affecting the parties who are involved. What all he is alleged to be paid against I. Hanumanth Rao as king-pin of the allegation in the charge for actively participating in the strike held on 7-6-1983 and also for using filthy and abusive language against the Office Assistant and Peon and also gheraoing the Colliery Manager and further carrying the affigy etc., were all mentioned against P. Komariah also. It should have been a common enquiry with a common charge sheet. Then it would have been more clear and the type of enquiry that is conducted could have been discussed in a systematic way by copying the same material in the subsequent alleged enquiry conducted against P. Komariah by replacing the name of I. Hanumanth Rao. The Enquiry Officer wants us to believe the witnesses spoke even on the subsequent date with mathematical precision what they stated in the earlier enquiry without changing even a word. The Managements counsel on the other hand mentioned that the explanations given under Exs. M3 and M13 of the workmen are also in the same prototyped explanation given by the workers and therefore there is nothing strange in such recording of statements in a situation like that. If that is so, here should have been a joint enquiry and this would have been atleast properly considered by the management by applying its mind even in the case of P. Komariah what all he said about the Criminal Court judgement with reference to I. Hanumanth Rao apathy applies to him in equal force. Infact the Komariah case enquiry was started as per Ex. M20 on 27-7-1983, 16-8-1983 and 22-8-1983 and closed on 29-8-1983. But the criminal court judgement dated 30-4-1984 and dismissal order of Komariah under Ex. W3 is 10-6-1985. In other words in the case of I. Hanumanth Rao the dismissal order is

passed on 10-6-1984 and in the case of Komariah they passed on 10-6-1985. Whatever it is, both the dismissal orders of Komariah and I. Hanumanth Rao was passed after the criminal court judgement Ex. W1 and principles laid down already discussed is equally applied to Komariah with reference to motivation an victimisation and when there is acquittal from the Criminal courts if the same is not considered and when the same witness is examined in the enquiry without adding anything more what they have deposed in criminal court it amounts to getting out indirectly from the orders that were passed in the judicial courts or set them at naught by the nonsees of the employer as enquiry officers as discussed supra.

28. On a careful consideration even Ex. M5 would show that telegraphic notice was issued by the Singareni Colliery Manager stating that 71 coal fillers of Sreeampur Incline struck work illegally from 7 a.m. in first shift of 7th June demanding employment of coal fillers contrary to normal existing practices. This was given to the Assistant Labour Commissioner (Central). The connected documents with reference to Komariah is marked as Ex. M16. So 71 coal fillers struck work illegal from 7.00 a.m. in the first shift of 7th June, 1983 and there is no mention of the name of I. Hanumanth Rao or P. Komariah either in Exs. M5 and M16. Ex. M6 and M17 is a kind form 8 statement for Public Utility Service. It is only mentioned the cause being that coal fillers struck work on 7th June 1983 in first shift at 7.00 a.m. demanding deployment of coal fillers contrary to the normal existing practices. Out of 338 coal fillers 71 workers were involved directly as per the said statements Ex. M6, M17, M5 and M16. It is worth noting under Form C when a statement is sent by the Management in respect of termination of strike by coal fillers on 1st July, 1983 having commenced the strike on 7th June, 1983 there was no mention that any coal fillers were dismissed. Even that Ex. M7 and M18 would show that the strike commenced at 7.00 a.m. on 7th June, 1983 first shift and ended by 7.00 a.m. on 1st July, 1983 as signed by the Colliery Manager. Regarding the last words in his special remarks, if any, it is mentioned that leaders of INTUC and AITUC advised the coal fillers to call off the strike and resume normal duties. So it is the slogan evidence of I. Manumanth Rao as well as P. Komariah that they belong to A.I.T.U.C. and even the Management admitted under Exs. M7 and M18 that the leaders of INTUC and AITUC advised the coal fillers to call off the strike. So when the strike actually commenced at 7.00 a.m. and lockout was done by 9.00 a.m. by which time I. Hanumanth Rao and P. Komariah came for duty to attend to their shifts, how can it be said that they actually participated in the strike when they came to duty at 9.00 a.m.

29. There is no evidence by additional C.M.E. who is the main witness for the second charge. He should have been primary witness to prove. The lockout was declared and the Mine was closed. It is interesting to note that none of the slogans given by these coal fillers or "I. Hanumanth Rao or others" or "P. Komariah and others" were spelled out either by the statement for the witnesses given by the Management or in the criminal court judgement that ended in acquittal. So the second charge failed.

30. Regarding the charge when lockout is there and workers were on strike, it is said that they lead procession of all workmen of SRP 1 Incline with the affigy of Colliery Manager and attempted to burn in front of his house. It is mentioned by the Enquiry Officer that Timberman I. Hanumanth Rao did not produce any single witness from 100 to show his innocence while he produced two witnesses from his native place. So the way the enquiry officer proceeded shifting the burden and also expecting a proof beyond the expectation of workers are all uncalled for. Further it is alleged that I. Hanumanth Rao instigated at page 64 of Ex. M11 but none of the witnesses stated that he instigated. Even Odelu stated the strike was thereby the time he went there. Moreover regarding the charges 6 there was no document to show as if there was strike in any other Mines. If so, there must have been similar documents as such as Ex. M5, M6 M7, M16, M17 and M18. So this only indicated that there was no strike in any other Mines. Thus looked from any angle the findings arrived at in all charges seems to be absurd, meaningless and motivated. Both I. Hanumanth Rao and P. Komariah were never

instrumental for the strike and the strike was already commenced and out of those 71 coal fillers who were on strike and who lead the strike, none were touched. It is strainage that the evidence proceeded on the footing that "I Hanumanth Rao and others" or "P. Komariah and others" were involved in the strike without mentioning none of the other workers. Thus the enquiry officer merely upheld the charge sheet as a matter of formality without considering the statement in their proper perspective.

31. Kumari G. Sadha contended that under V. Schedule Second Part relating to part of workmen and Trade Union of Workmen Items 5 and 6 will directly apply to these two cases and they amount unfair labour practice as specified therein. It is mentioned under item 5 as follows:—

"To stage, encourage or instigate such forms of coercive actions as wilful "go-slow", squatting on the work premises after working hours of "gherao" of any of the members of the managerial or other staff."

Item 6 is as follows:

"To stage demonstrations at the residents of the employers or the managerial staff members."

These are considered as unfair labour practice. So she vehemently contended that there is evidence to show that these two workmen instigated the other workers and also gherao Madhav Reddy or Addl. CME and that also an ally of Madhav Reddy was carried to his residents for being burnt and these amounts to unfair labour practice as contemplated therein. Sri G. Bikshapathi on the other hand pointed out that the amendment with reference to V Schedule under Section 2(ra) regarding unfair labour practice came into force by an Act 46 of 1982 which came into force on 21-8-1984 and therefore when the alleged incident is on 7-6-1983 there cannot be any retrospective operation for the same. To get over this contention she relied upon the decision in Jay Engineering Works v. State of West Bengal (AIR 1968 Calcutta, page 407). The matter arose on Trade Union Act regarding the words "gherao" It is explained was encirclement by a crowd may be due to various reasons say for example there may be encirclement of popular leader by an admiring crowd the leader is engaging this form of administration. Encirclement may also be made by a hostile crowd, say of workmen, who elect wrongfully to confine the management, so as to coerce them to concede their demands. Gherao as such, that is to say simple encirclement is no offence under the Criminal Law of this country. But a Gherao accompanied by violence and diverse, forms of crimes resulting in wrongful confinement or wrongful restraint of the encircled person or persons is a criminal activity not because it is encirclement but it is encirclement 'with more'. It is also held that gherao is one form of coercive method. It is held therein under Sections 17 and 18 of the Indian Trade Union Act grant certain exemption to members of a Trade Union. Members of a trade union may resort to a peaceful strike, that is to say, cessation of work with the common object of enforcing their claims, A concerted movement by workmen, by gathering together either outside the industrial establishment or inside within the working hours is permissible, when it is peaceful and does not violate the provisions of law. But where it resorts to unlawful confinement of persons, criminal trespass or where it becomes violent and indulges in criminal force or criminal assault or mischief to person or property or molestation or intimidation, the exemption can no longer be claimed. Of course there are no regulating forms for strikes or picketing but they are recognised weapons in the armoury of labour. The facts therein do not apply to the present facts. The circulars issued while Bengal Government made the Police totally inactive and the same superseded previous circulars dealing with gherao etc. Thus it is cannot be said that by virtue of the said judgement that such Acts which were made unfair labour practice from 21st August, 1984 consequent to Amendment Act 46 of 1982 will be retrospective in operation. So the judgement cited by the Management have no relevance for the case.

31. In M/s. GLAXO LABORATORIES (I) LTD. v. PRESIDING OFFICER (1983 I.F. & L.C. page 508) held that preliminary question that needs consideration is whether the

various Acts of misconduct collocated in clause 10 would constitute misconduct punishable under Standing Order 23, if committed within the premises of the establishment or in the vicinity thereof or irrespective of the time place content, they are per se such acts of misconduct that they would be punishable notwithstanding where and when they were committed. It is laid down therein having observed both in principle and precedent it could clearly emerge that clause 10 of Standing Order 22 which collects various heads of misconduct must be strictly construed being a penal provision in the sense that on the proof of misconduct therein enumerated, penalty upto and inclusive of dismissal from service can be imposed. It is clearly laid down that the employer cannot take advantage to weed out workmen far away from his establishment. In the instant case admittedly as per Exs. M5, M6, M7, M16, M17 and M18, 71 coal fillers were on strike and there is no mention of I. Hanumanth Rao and P. Komariah being present and responsible for instigation and that the Trade Union solved the strike ultimately and therefore the employer cannot take advantage to weed out the workmen far away from his establishment on the simple ground the workman was casually found either in the procession or spectators so as to provide linkage between the alleged acts of misconduct and employment instead of showing his direct and substantial immediate and approximate involvement. In the instant case there is no such evidence forthcoming to involve the workmen directly and approximately to the offences alleged in the charges.

32. Regarding the contention of the management that the enquiry having been held fairly and properly against the workmen, the Industrial Tribunal was not justified in sitting in appeal over the orders of dismissal. The learned counsel for the workmen relied upon the decision reported in BOROSIL GLASS WORKS LTD. v. M. G. CHITALE (1974 (II) LLJ, page 184). The court held therein when the said dismissal is not in accordance with the Standing Orders which safeguard the interest of the workmen concerned who have been charged with misconduct and in respect of whom the enquiry had been held, the said order of dismissal was not binding. It is laid down that Industrial Tribunal should give careful consideration on the findings on which the order of discharge or dismissal or any other punishment is metted out and there should be sufficient material to show that the punishing authority applied his mind to the various allegation and of the kind of punishment ultimately should be metted out to him. The Standing Order requiring the employer to take such factors into consideration should not observe by the employer merely as a matter of routine or as a matter of form but he should apply his mind to each of the relevant factors mentioned in the Standing Orders before discharging or dismissing the workmen. Such application of mind must be revealed in the order itself but in the present case such application of mind either by the Enquiry Officer or dismissal authority is found wanting and lacking. It had not shown that the employer had considered the previous record if any of the workmen or the gravity of misconduct or gravity of circumstances or extenuating circumstances before passing the final order of dismissal. In R. V. PATEL v. AHMEDABAD MUNICIPAL CORPORATION (1985 I.F. & L.R. page 210). It was held that unless either in the certified Standing Orders or in the Service Regulations an act or omission is prescribed as misconduct. It is not open to the employer to fish out some conduct as misconduct and punish the workmen even though alleged misconduct would not be apprehended in any of the enumerated misdoings. So gheraoing is not mentioned as misconduct under Standing Orders 16. So unless it is prescribed in the Standing Order as misconduct they cannot hold enquiry. The misconduct cannot be generalised. Moreover the strike had already commenced as adduced by the Managements witnesses themselves. It is not the case of the Management that these two persons instigated the coal fillers to go on strike in the beginning itself and the coal fillers went on strike at their instance. In fact Ranga Rao and Sanjeev Rao mentioned that the coal fillers went on lightning strike when the lockout is declared. Relationship of master and servant is terminated and not terminated. Any action taken subsequent to the lockout is outside the misconduct enumerated. At best as contended by the Management counsel it would amount only to trespass. Assuming the procession is taken the management cannot have any grievance so long as it is peaceful. There will be

100 to 150 people in the procession and Exs. W1 judgement would show that 150 to 200 people were in the procession and none else were identified except I. Hanumanth Rao or P. Komariah as the case may be as singled out by the Colliery Manager Madhav Reddy who obviously was aggrieved and he wanted to make a big fuss out of it. It is common people watch procession and if Komariah is watching it cannot be presumed that he is in the group. Similarly I. Hanumanth Rao is found in the procession, he cannot be said to be an activist or instigator or sponsor of the procession.

33. The allegation is that there was some pushing and Kanok Kumar is said to have been pushed. That the person who was standing there who was pushed, there was no evidence at all. Who pushed whom and who has been pushed is not the subject matter of enquiry. So what is the misconduct here when additional C.M.E. is gheraoed and confined he should come forward and give evidence. He did not give complaint and he is not examined to say that he was restrained in the office. Similarly regarding the so called filthy language employed, there is no semblance of evidence perhaps in Ex. W1. There is some semblance of the words used. It is said that the workers raised slogans "Colliery Manager down down". Even this kind of slogan is not whispered in any of the statement recorded by the Enquiry Officer and saying that Colliery Manager down down as a slogan can never be considered as abusive language or filthy language.

34. The next contention is that the Colliery Manager was kept for three or four hours and was confined but the colliery Manager was in fact freely moving about as could be seen from their own statement and even that Addl. C.M.E. was moving about freely. There is no meaning to say that one person I. Hanumanth Rao by himself or P. Komariah by himself, could gherao. Gherao can be done by a group of persons and therefore no gherao is proved. Both the Colliery Manager as well as Additional C.M.E. were moving from place to place and workers were following them. Thus the so called confinement and gheraos were only make up story purposely brought to victimise these two persons who must have been Trade Union activist in their own union. The argument of the Management's counsel that all the workers involved need not be punished and if the real culprits are booked and punished, it will have a salutary effect and therefore the punishment given to these two people have salutary effect and thus it must be looked from that angle seems to be begging the question. There must be evidence to show that these two people were leading leaders of the strike by instigating and by doing all acts which are mentioned in the charge sheet, there was a strike by 7.00 a.m. These two people came to duty by 9.00 a.m. and it was nobody's case that these people instigated workers to go on strike. Infact the evidence of Bajoni, D. S. Rao, P. Ramachander, V. P. R. Vithal would show contrary and that these people have nothing to do. Similarly the Management's counsel relied upon Sections 25-T and 25-U of the I. D. Act. Chapter V C to substantiate her case about unfair labour practices and contended that the Colliery Manager as well as Addl. C.M.E. were wrongly coerced and the person who issued the charge sheet is also a witness and P. Komariah and I. Hanumanth Rao who are workers have committed unlawful acts and they cannot seek protection and therefore under Section 25-T and 25-U these acts are made penal under I. D. Act. Of course Section 25-T and 25-U as already mentioned are brought under I. D. Amendment Act 1982 and came into force on 21-8-1984 and these incidents as alleged are earlier to it.

35. The next question asked by the Management counsel is that coal industry is public utility service and coal workers doing strike without notice is bad in law and they are attracted under Section 25-T of the I. D. Act, it might be so, this I. Hanumanth Rao, Timbermen, P. Komariah, Coal Cutter have nothing to do with the illegal strike as it commenced at 7.00 A.M. in the first shift whereas their duty started by 9.00 a.m. By which time there was lockout and they were asked to go away. Kumari G. Sudha contended that the degree of proof as required in a criminal case should not be considered as required in the domestic enquiry and she relied upon the decision for this in *Balipara Tea Estate v. Its Workmen* (1959) (II) LLJ, page 245. It is held in Industrial Tribunal while adjudicating on an industrial dispute relating to dismissal of workmen for misconduct has not got to decide itself whether charge framed against the workmen concerned have been established to its satisfaction. It has only to be satisfied that the Management was justified in coming to the conclusion

that the charge against the workman was well founded. If it holds in any given case that the Management was actuated by any sinister motives or had indulged in unfair labour practices or that workman had been victimised for any activity of his in connection with Trade Union it would have reasons to be critically of the enquiry held by the management. So in the explanation given under Exs. M-3 and M-13 to the charge they mentioned that the allegations are framed motivatedly on them for victimisation. When the same is considered with all the discussions which is now shown above it cannot be said that the management was not actuated by any sinister motive under Exs. M-5, M-6 and M-7 or under Exs. M-16, M-17 and M-18 as the case may be. None of the 71 workers who participated were dismissed or punished or charge sheeted and a single individual cannot gherao or obstruct or push especially when the same is not related to his work or duty and when all the coal fillers are allowed to join duty by 1-7-1983 without any kind of punishment to say that these two workmen separately organised and instigated these workmen not concerned to them and therefore the Management is justified in coming to its conclusion that the charge against workman was well founded seems to be far fetched imaginary. The way the enquiry officer conducted the evidence and recorded the statements with an interval by recording the same statements of witnesses in prototyped manner would show that the management was really actuated by sinister motive and made the domestic enquiry artificial one or a mode of formal procedural form required under the Standing Orders and no mind is applied for arriving at correct truth of the charges. The Management relied upon the decision reported in State of Andhra Pradesh v. Sri Rama Rao (1964) (II) LLJ page 150 and contended that the domestic enquiry is not a criminal trial and the standard of not so much as required in a criminal case. In a writ petition the Supreme Court held when the concerned civil servants know the details of charge against him and it is not prejudice in his defence while omission of particular statement in the charge sheet, it was held that the department was not vitiated by such omissions. First of all the officer concerned there was Sub Inspector of Police and it is not concerned with the domestic enquiries that come under the I.D. Act. Further the standard of proof is not being weighed on par with a standard of proof in a criminal case in the instant case also. Even then there is failure of justice and the two people are singled out due to motivation and they were being victimised. Hence it had no application.

36. Kumari G. Sudha incidentally contended that Ex. W-1 showed that accused 2, 4 and 6 who are referred in this reference for the accused and I. Hanumanth Rao wanted to prove the alibi as shown in the domestic enquiry he should have filed those Doctors certificates and Sarpanch letter in the said criminal case also and these documents were only concocted. Infact this Tribunal is not giving any weightage to those doctor certificates as well as Sarpanch letter. Since the strike commenced at 7.00 A.M. and these people joined duty and were asked to go out at 9.10 a.m. as admitted by the Management witnesses. The defence of I. Hanumanth Rao after that went to his village Narsingapuram and for that he examined two witnesses apart from these two certificates, the Doctors certificate is for the earlier three days sickness for which we are not concerned and the Sarpanth certificate is that he was found on 7-6-1983 at about 2.00 p.m. at their village that corroborated the statements of two witnesses examined in defence in the domestic enquiry. They are not examined in the criminal case you cannot take benefit out of which infact the Court found on the material evidence where the burden is on the prosecution that they did not prove the case against those accuseds.

37. It is nextly contended if what the workers contended is correct as per Exs. M-7 and M-18 if A.I.T.U.C. supported him the strike of coal fillers then it is contended that A.I.T.U.C. supported him in this enquiry and it is argued whether the strike is legal or illegal the workmen wanted to support it and therefore the workers Union namely A.I.T.U.C. did not support him and it is mentioned that there is 19,29,000 since wages were paid without production as shown under Exs. M-8 and M-19. But for their removal the situation would have been aggravated. They were dismissed in 1984 and 1985 as per Exs. W-2 and W-3 as could be seen under Exs. W-2 and W-3 therefore on 1-7-1983 when the coal fillers rejoined duty they were not dismissed. The domestic enquiry is still not started. So the argument that by dismissal of two persons the strikes were brought under control since coal fillers joined duty seems to be a misnomer.

38. Thus on a careful consideration any misconduct not enumerated amounts to misconduct as contended by the

Management is untenable. The misconducts are spelled out in Standing Orders 16(5), 16(9) and 16(19) and the Management should take action within the four corners of Standing Orders 16(5), 16(9) and 16(19). Standing Orders 16(5) contemplates drunkenness or causing riotousness while discharging duties as an employee if an Act is done outside the scope of duty, it cannot be misconduct. Under Standing Orders 16(9) or (19) gherao is not mentioned as misconduct under 1985 FLR page 210 clearly mentioned that unless it is prescribed in the Standing Orders as misconduct they cannot hold enquiry. The misconduct cannot be generalised. In fact in *Aditya Mills Ltd. v. Ram Dayal* (1974 LIC page 25) It was held that victimisation consist in punishing an employee for any object other than the one of inflicting just and appropriate punishment for a proven lapse. It is laid down in paragraph 6 page 27 to that effect. Under Section 22 of the I. D. Act no person employed in public utility service shall go on strike in breach of the contract as mentioned therein similarly no employer carrying on public utility service shall lockout any of its workmen as mentioned therein. Thus incitement is a misconduct only when it is instigated by him or incited by him, there must be some deeper idea beyond that incitement in *Gujarat Steel Tubes Ltd. v. G. S. T. Mazdoor Sabha* (1980 (I) LLJ page 137 at 168). In para 128 and 129 it is laid down the right to strike as part of collective bargaining and subjected to legality and humanity of the situation, the right of the weaker group, viz., capital, to negotiate and render justice, are processes recognised by industrial jurisprudence and supported by Social justice. It is finally mentioned why our constitution is clear in its mandate what Article 39A super added and we have to act in tune with the value enshrined therein. So when discrimination aspect was considered the Supreme Court held when some people were picked with motivation and dismissed when they are not directly concerned while let in off all the people who are concerned, it is a clear discrimination. A mere participation or passive participation would not involve dismissal more so when all the persons involved in that namely coal fillers were given special treatment as they are allowed to work without any punishment. After all even according to the Management, I. Hanumanth Rao or P. Komariah are alleged to have the management people to settle the matter with the coal fillers. It was taken as prestigious point and the management made them scape goat to punish by letting off the coal fillers who went on strike I do not find any inconsistency in industrial jurisprudence supported by social judicial even if Timbermen or Coal Cutter asked the Management to have industrial peace, there is nothing wrong. None of these persons who were examined in the enquiry and who were examined before the Criminal Court would say that these two persons were present among the processionist of 100 to 150. The witnesses were declared hostile in the prosecution and cross examination also. There is no evidence forthcoming that these charged persons committed acts or used abusive languages or committed criminal intimidation and thus Ex. W-1 judgement cannot be ignored when charges are made and not proved, they are being terminated without applying proper mind the principles of jurisprudence as required under the Industrial Disputes Act.

39. Sri G. Bikshapathi on the other hand contended that there is no alternative except to reinstate them with continuity of service with attendant benefits and full back wages as mentioned in AIR 1979 S.C. page 75 or alternatively he insisted and emphatically made a strong plea that Section 11-A should be invoked since they have put in 10 to 12 years and since dismissal is like capital punishment and when in the following cases referred by him herein he mentioned even for serious offences and lenient view is taken by the Courts. He insisted that there should be magnanimity by applying the provision of Section 11-A to these two people by giving appropriate reliefs. According to him when the test whether the Act of employer is bona fide or not is considered and if the Act is mala fide or appears to be colourable exercise of powers conferred upon the employer either by the direction of contract or by the Standing Orders notwithstanding the form of the order industrial adjudication would except the substance and would direct reinstatement in such case i.e. *Tata Oil Mills v. Its Workmen* (AIR 1966 S.C. page 1672) *Brooke Bond India Pvt. India v. C. Choudary* (AIR 1969 S.C. 992). He also mentioned that once the Tribunal is satisfied that the order of discharge or dismissal was not justified, the Tribunal has to set aside the order and direct reinstatement of the workmen in such terms as it deemed fit; in 1973 (I) LLJ, page 278. In fact the Additional C.M.E. is alleged to be gheraoed in the instant case and he is not examined before the enquiry or Criminal Court. In *Jitendra Singh*

Rathor v. Baidyanath Ayurved Bhawan (1984 I.P. and L.R. page 396) The order of the Tribunal under Section 11-A while setting aside the dismissal order and also directing reinstatement and awarding 50% back wages from the date of termination of service till the date of award upheld by the Supreme Court. In *Vasanti M. Shah v. All India Handloom Fabrics* (1986 (I) LLJ, page 69) The charge of anticonvassing against goods of the employer by employees when there was termination Section 11-A was applied. In the following cases also in *A. L. Kalra v. P. and E. Corp. of India Ltd.* (1984-II LLJ 186) on which reliance was placed by the learned counsel for the petitioners. In the aforesaid decision, the Supreme Court speaking through D. A. Desai J. observed.

"Where misconduct when proved entails penal consequences, it is obligatory on the employer to specify and if necessary define it with precision and accuracy so that any ex post facto interpretation of some incident may not be camouflaged as misconduct."

On the facts of the case before the Supreme Court, it was found that the alleged misconduct of the employee did not fall within any of the misconducts specifically enumerated in the relevant rules binding to the employees of the Project and Equipment Corporation of India Ltd. In *Jitendra Singh v. Shri Baidyanath Ayurved Bhawan Ltd.* (1984 (II) LLJ, page 10. The Supreme Court speaking through Ranganath Misra J. was concerned with a case in which the industrial Tribunal in a reference had awarded lesser punishment for the misconduct of an employee who was a librarian working with *Baidyanath Ayurved Bhawan*, by directing the employer to reinstate the employee with continuity of service but with half back wages by way of penalty for his misconduct. While allowing the appeal by special leave, the Supreme Court made the following pertinent observations :

"Under S. 11-A advisedly wide discretion has been vested in the Tribunal in the matter of awarding relief according to the circumstances of the case. The High Court under Art 227 of the Constitution does not enjoy such power though as a superior Court, it is vested with the right of superintendence. The High Court is indisputably entitled to scrutinise the orders of the subordinate tribunals within the well accepted limitations and, therefore, it could in an appropriate case quash the award of the Tribunal and there upon remit the matter to it for fresh disposal, in accordance with law and directions, if any. The High Court is not entitled to exercise the powers of the Tribunal and substitute an award in place of the one made by the Tribunal as in the 'case of an appeal where it lies to it'."

It is sufficient for our present purpose to hold that on the facts made out, the approach of the High Court was totally uncalled for and the manner in which the compensation was assessed by vacating the order of reinstatement is erroneous both on facts and in law. And the decision in *Gujarat Steel Tubes Ltd. v. Its Mazdoor Sabha* (1980 (I) LLJ, page 137). In para 148 of the judgement, Krishna Iyer, J. has made the following pertinent observations :

"Another fact of the relief turns on the demand for full back wages. Certainly, the normal rule, on reinstatement, is full back wages since the order of termination is non est *Lada case* (1979 (I) LLJ, page 257) and *Panitole Tea Estate Case* (AIR 1971 S.C. page 217).

40. In fact having regard to the peculiar circumstances of the case, I feel that ends of justice would be met that the dismissal of these two workmen are liable to be set aside as the same are not passed by real application of mind and the Addl. C.M.E. himself signed being the gheraoed person and when the domestic enquiry report under Exs. M-11 and M-22 and Ex. W-2 and W-3 along with Ex. W-1 indicate clear injustice was done to them. I feel that the dismissal of two persons should be set aside. In the given circumstances, when I am satisfied that there is no particular reason that these two persons alone should be discriminated or that there is any real truth that they instigated or participated or gheraoed in the said coal fillers strike, I find that it is reasonable to order full back wages to the wronged workmen as there is no particular reason to withhold even part of back wages while reinstating them. Therefore, having scrutinised the entire material I feel that these two workmen namely I. Hanumanth Rao and P. Komariah, Timbermen and Coal Cutter respectively were dismissed with effect from 11-6-1984 without

any justification and they are entitled to be reinstated with full back wage and attendant benefits.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 13th day of March, 1985.

Appendix of Evidence

Witnesses Examined

Witnesses Examined

For the Workmen :

For the Management :

NIL

NIL

Documents marked for the Workmen :

- Ex. W-1—Certified copy of the Judgement in C.C. No. 354/83, dated 30-4-84 on the file of the Court of Judicial Magistrate of First Class, Luxettipet.
- Ex. W-2—By consent—True Copy of the dismissal order dated 10-6-84 issued to I. Hanumantha Rao by the Additional Chief Mining Engineer, Srirampur Division of S. C. Co. Ltd.,
- Ex. W-3—By consent—True Copy of the dismissal order dated 10-6-85 issued to P. Komariah by the Additional Chief Mining Engineer, Srirampur Division of S.C. Co. Ltd.

Documents marked for the Management by consent :

- Ex. M-1—Charge Sheet No. SRP 1/CS/83/1184 dated 27-6-83 issued by the Colliery Manager, SRP 1 to I. Hanumanth Rao.
- Ex. M-2—Acknowledgement dated 7-7-83 from I. Hanumantha Rao.
- Ex. M-3—Explanation dated 8-7-83 submitted by I. Hanumantha Rao to the Colliery Manager, SRP 1 Incline.
- Ex. M-4—Enquiry Proceedings pertaining to I. Hanumantha Rao.
- Ex. M-5—Ordinary telegraph dated 7-6-83 issued by Colliery Manager Sreerampur No. 1 to the Assistant Labour Commissioner (C), Hyderabad with regard to Seventy one (71) Coal Fillers of Sreerampur No. 1 Incline struck work illegally from Seven A.M. in first shift of Seventh June, 1983, demanding deployment of Coal Fillers contrary to normal existing practice.
- Ex. M-6—Letter No. SRP 1/5/2 dated 8-6-83 addressed by Colliery Manager, Sreerampur No. 1 Incline to the Assistant Labour Commissioner (C) Hyderabad, Hyderabad enclosing Form-N statement in respect of Strike at Sreerampur No. 1 Incline.
- Ex. M-7—Letter No. S.R.P. 1/5/2 dated 2-7-1983 addressed by Colliery Manager, Sreerampur No. 1 Incline, to the Asst. Labour Commissioner (C), Hyderabad enclosing Form-C in respect of termination of strike by coal fillers and that the strike commenced on 7-6-83 in First Shift by 7.00 A.M. has ended by 7.00 A.M. on 1-7-83.
- Ex. M-8—Statement showing the particulars of Output Post, value of production lost and wages lost for the period from 7-6-83 to 30-6-83 due to illegal strike by coal fillers.
- Ex. M-9—Medical Certificate.
- Ex. M-10—Certificate dated 10-7-83 issued by Ch. Ramaiah, Sarpanch Narsingapur to I. Hanumantha Rao.
- Ex. M-11—Enquiry report pertaining to I. Hanumantha Rao.
- Ex. M-12—Charge Sheet No. SRP 1/CS/83/1186 dated 27-6-83 issued by Colliery Manager, SRP, 1 Incline to P. Komariah.

Ex. M-13—Explanation dated 8-7-83 submitted by P. Komariah to the Colliery Manager, SRP, 1 Incline.

Ex. M-14—Enquiry Notice Nos. SRP 1/4/9/83/1342, dated 22-7-83 and SRP 1/4/9/83/1460 dated 11-8-83 issued by the Colliery Manager, Sreerampur No. 1 Incline to P. Komariah.

Ex. M-15—Enquiry Proceedings pertaining to P. Komariah.

Ex. M-16—Ordinary Telegraph dated 7-6-83 issued by Colliery Manager, Sreerampur No. 1 Incline to Assistant Labour Commissioner (C), Hyderabad with regard to 71 coal fillers of Sreerampur No. 1 Incline struck work illegally from 7 A.M. in 1st shift of 7-6-83 demanding Deployment of coal fillers contrary to normal existing practice.

Ex. M-17—Letter No. SRP 1/5/2 dated 8-6-83 addressed by Colliery Manager, Sreerampur No. 1 Incline to the Asst. Labour Commissioner (C), Hyderabad enclosing Form-N statement in respect of strike at Sreerampur No. 1 Incline.

Ex. M-18—Letter No. SRP 1/5/2/213 dated 2-7-83 addressed by Colliery Manager, Sreerampur No. 1 Incline to the Asst. Labour Commissioner (C), Hyderabad enclosing Form-C in respect of termination of strike by coal fillers and that the strike commenced on 7-6-83 in 1st Shift by 7.00 a.m. has ended by 7.00 A.M. on 1-7-83.

Ex. M-19—Statement showing the particulars of output lost value of production lost, and wages lost for the period from 7-6-83 to 30-6-83 due to illegal strike by coal fillers.

Ex. M-20—Enquiry Report pertaining to P. Komariah.

Ex. M-21—Photostat copy of the extract of Mines Act, 1952.

Ex. M-22—Photostat copy of the extract of coal mines regulations, 1957.

J. VENUGOPALA RAO, Industrial Tribunal

[No. L-22012/58/84-D.III (B)]

कां०प्र० 2015.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सौ० सिंगरेनी कोलरीज कम्पनी लिमिटेड, रामगुण्डम, डिविजन-II, गोदावरीखानी करीम नगर जिला, (आन्ध्र प्रदेश) के प्रबन्धतन्त्र से सम्बन्धित निोजकों और उनके कर्मचारों के बीच अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21 अप्रैल, 1986 को प्राप्त हुआ था।

S.O. 2015.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Singareni Collieries Company Ltd., Ramagundam, Division-II, Godavarikhani, Karimnagar Distt. (Andhra Pradesh) and their workmen, which was received by the Central Government on the 21st April, 1986.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Industrial Dispute No. 18 of 1984

BETWEEN

The Workmen of Singareni Collieries Company Limited, Ramagundam Division-II, Godavarikhani, Karimnagar Distt.,

AND

The Management of M/s. Singareni Collieries Company Limited, Ramagundam Division-II, Godavarikhani, Karimnagar District.

APPEARANCES :

Sarvasri V. Jagannadha Rao, V. Venkata Ramana, V. Srinivasa and Y. Ramalinga Reddy, Advocates for the Workmen.

Sarvasri K. Srinivasa Murthy, H. K. Saigal and Kumari G. Sudha, Advocates for the Management.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-22012/77/83-D. III(B) dated 1-3-1984 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of M/s. Singareni Collieries Company Limited, Ramagundam Division II, P.O. Godavarikhani District, Karimnagar (A.P.) and their workmen to this Tribunal for adjudication :

"Whether the management of Messrs Singareni Collieries Co. Ltd., Ramagundam Division-II, Post Office Godavarikhani, Distt. Karimnagar (A.P.) are justified in denying one additional increment to S/Shri R. Venkay, K. Shailu and Ch. Ramulu, Shotfirers-cum-Mining Sirdars of GDK 5 Incline with effect from the 1st March, 1982 consequent on their promotion from the 1st February, 1982 ? If not, to what relief are the workmen concerned entitled ?"

This reference was registered as Industrial Dispute No. 19 of 1984 and notices were issued to the parties.

2. This is a claim statement filed by Tandur Coal Mines Labour Union represented by its President seeking additional increment of the three workers mentioned in the reference at the stage of Rs. 630.00 in the grade of Rs. 572-29-804-34-1008 as C Grade Workers from 1-2-1982 and sanction the arrears of such fixation from that date and also grant such other reliefs as it deem fit in the circumstances.

(a) It is mentioned that R. Venkay, K. Sailu and Ch. Ramulu are D. Grade shot firers and drawing Rs. 554.00 basic pay as on 31-1-1982. Normally as per the J.B.C.C.I-II they are eligible for one increment on 1-3-1982. The increment in D. Grade is Rs. 23.00. Hence the basic will be Rs. 577.00 as on 1-3-1982. But in the meanwhile on 1-2-1982 the Company promoted them as 'C' Grade Shot Firer from D. Grade. The C Grade in the Company is 572-29-804-34-1008. While fixing basic wages, Company had taken Rs. 554.00 instead of Rs. 577.00 due to which the workers deprived of one increment for the entire service done in 1981. On promotional increment is also in vogue in the Company. The company wrongly fixed basic as Rs. 601.00 instead of Rs. 630.00. Thus the workers are deprived of Rs. 29.00 per month. The Company ignored the annual increment for the year 1981 on the pretext of promotion. Due to the above wrong fixation the same workers who are in Rs. 554.00 basic got Rs. 630.00 on promotion after 28-2-1972 whereas the above disputed workers got promotion on 1-2-1982 and fall in basic Rs. 601.00. This is a clear anomaly. Even though being one month seniors in promotion getting Rs. 29.00 less and this a clear discrimination and injustice.

(b) Actually the Management usually gives one annual increment for the workers who will complete six months service before March while fixing basic wages. Here even though the above workers having more than eleven months in 1982 before March, their increment benefit was not given while fixing their new grade. The Respondent erroneously fixed the basic as 601.00 from 1-2-1982 as such this method of fixation is completely wrong as the basic of every worker who went from D Grade to C Grade after 28-2-1982 is fixed in the stage of Rs. 630.00. Thus being seniors even these three workers lost one increment as a result of their promotion to C grade 28 days earlier. It is further submitted that the Settlement in Item No. 10 dated 29-10-1982 took place to rectify this anomaly. All the cases affected by such anomaly were rectified and basic revised after settlement and the conciliation proceedings failed in this case of these particular three workers due to the adamant policy of the Respondent. Hence it is requested that the same should be rectified.

3. On the other hand the Management filed counter stating that as per N.C.W.A. Shotfirers not having Mining Sirdar Certificate are entitled for Grade D and Shot firers having Mining Sirdar Certificate, valid Gas Testing and First Aid Certificate are entitled for Grade C. In other words those who are working as Shot firers will become entitled for Grade C on acquiring Mining Sirdar's Certificate even though they are continuing to work as Shot firers. The Management has implemented the N.C.W.A-1 in true spirit and placed Shotfirers holding Mining Sirdar Certificates in Grade C after production of the certificates required. Invariably there was a time lag between the date of examination and issue of Certificate. Sometimes there was abnormal delay extending upto one year. Representations have been made by the unions that since undue delay is caused in issue of Certificate, the Shotfirers may be placed in Grade C immediately on passing the Shotfirers examination without insisting on production of certificates as against the practice of placing them in Grade C only on production of certificates. Therefore on this representation of the Union it was agreed that Shotfirers who passed Sirdar Examination will be placed in Grade C immediately on receipt of intimation from the Mines Directorate. The Directorate has been informing us within a few days after completion of the examination.

(a) In the instant case the Workmen concerned have appeared for Mining Sirdar's Examination on 14-1-1982 and they were placed in Grade C immediately on receipt of intimation from 1-2-1982. The placement in Grade C is strictly in conformity with the procedure adopted at the instance of the Unions. The Mining Sirdar's Examinations are held as and when convenient for the Mines Directorate and those who are passing are considered for placement in Grade C on receipt of intimation. In normal course the Shotfirers in 'D' Grade are only entitled for placement in Grade C without any additional increment as it is not a promotion but allotment of higher grade by virtue of acquiring a qualification in so far as they are continuing to work as Shotfirers only. The fitment consequent on change of grade i.e., from Grade D to Grade C is done as though it is a case of promotion by allowing an increment on fitment in the next higher grade. In the case of workmen under reference also the same procedure was followed and they were given increment after fitment in the higher grade.

(b) A dispute now raised is that had they continued in Grade D upto 1-3-1982, they would have become eligible for normal increment as well as beneficial fixation of pay. As pointed out earlier that Shotfirers are being considered for placement in Grade C immediately on receipt of intimation from the Mines Directorate and since examinations are held at periodical intervals the change of Grade will take effect only from the date of receipt of intimation. No departure has been made in the case of workmen under dispute. If the demand of the workmen is considered their date of promotion will have to be deferred to suite the convenience of the workmen which is bound to effect the relative seniority of the workmen concerned as well as others. By placing them in Grade C on 1-2-1982, they have become entitled for next increment as on 1-2-1983 on completion of one year. The workmen concerned have not suffered any loss of emoluments by placement in Grade C and obtained beneficial fitment only.

(c) Regarding the settlement in Item No. 10 dated 28-10-82 the agreement was dated 9-10-1982 and not 29-10-1982. It was agreed over the Settlement dated 9-10-1982 that the Union may point out the specific cases of anomalies for rectification. This settlement was with reference to the demand that Juniors were getting more pay on promotion in relation to Seniors. There was no such anomaly in this case nor any such instances were quoted. Hence the question of rectifying any anomaly does not arise.

4. On behalf of workmen one witness was examined as W.W. 1 and no documentary evidence was marked. On behalf of the Management, two witnesses were examined as M. W. 1 and M. W. 2 and marked Exs. M 1 and M 2.

5. W. W1 is Ch. Ramulu, deposed that he is working as Sirdar in G. D. K. Incline 5 since 1-2-1982 and earlier he was working as Shotfirer. It is his case that as Shotfirer his basic was Rs. 625.00. The increment payable Rs. 23.00 and the said increment was due on first March

every year. Similarly R. Venkati was drawing Rs. 554.00 in the Shotfirer Grade D and increment is Rs. 23.00 which is due on first March. Similarly in the case of Sailu he was drawing Rs. 646.00 in the category of Shotfirer Grade D and the increment is Rs. 23.00 payable by 1-3-1982. According to him all of them were promoted as Shotfirer Grade C on 1-2-1982. He deposed further that because of this promotion one month earlier to the normal time of increment they are denied one increment which was due to them in the normal course and he further mentioned that the basic scale of C Grade Shot Firers was Rs. 572-29-804-34-1008 and all of them drawing more than the initial scale in Shotfirer C Grade by the time of promotion and therefore these people were fitted in the scale of Rs. 630.00, 601.00 and 688 respectively. It is his case that had they been in D Grade increment as Shotfirers they should have got this Rs. 688.00 (W.W1), Rs. 630.00 (Venkati) and Rs. 715.00 (Sailu) and they are deprived the monetary benefits by way of promotion by not giving them increments and fixing up in the promotion scale. He accepted that they were no other persons promoted on 1-2-1982 and 1-3-1982. In the cross examination he admitted that he passed the Mining Sirdar's examination on 14-1-1982 and on 14-1-1982 there was viva voce test and the Director of Mines conducted the said test. He denied the suggestion that they were properly fixed in the respective scale by the Management and he denied the suggestion they have no entitlement increment and refixation of their scales in the promotion.

5. M.W1 is on M. Subba Rao who is Deputy Personnel Manager. He deposed that as per NCWA-I the Shotfirers who are not possessing Mining Sirdar Certificate are being placed in grade D and those who possess Mining Sirdar Certificate, Gas testing and First Aid Certificate are being placed in Grade C. According to him earlier to 1978 those who are possessing Mining Sirdar Certificate were placed in C Grade but after the representation from the Union from September 1978 and Shotfirers who have passed the Sirdar Mining Certificate and First Aid and Gas Testing Certificate are placed in Grade C on intimation from the Mines Director. It is his case that they followed the provisions of N.C. W. A-1 in true spirit in placing these three workmen in Grade C and it is not a case of promotion of Grade C of these workmen. He denied the suggestion that these three people were deprived of the increments and he further mentioned in the process of fixation of basic they have gained more by placing them in Grade C and marked award in I.D. No. 24 of 1982 and the Circular issued by the Department in this connection as Ex. M2.. According to him the fitment from Grade D to Grade C is not provided in N.C.W.A. but provision is made for placement from Grade D to Grade C to those who possess the Mining Sirdar Certificate together with valid Gas testing and First Aid Certificate. He denied the suggestion that it is a case of promotion it is only case of placement in higher grade. According to him normally increments are due on the 1st March every year and monthly rated workers are promoted at a later date then they are entitled for increment after completion of one year satisfactory service. This is laid down in N.C.W. As. I, II and III.

6. M.W2 is Sri V. Gopalashastry who is the Deputy Chief Personnel Manager. According to him there is no anomaly in this case. He further mentioned that if they remained in Grade D only they would have got an increment of Rs. 23.00 from 1-2-1982 whereas they obtained the benefit substantially by getting increments in a higher grade from 1-2-1982. According to him. Shotfirer Grade C and D are time scale posts and date of increment differ from person to person depending upon the placement of particular category apart from coal award, Wage board and N.C.W.A. agreement there are no other rules regarding placement or matter of increments. According to him by promoting them from 1-2-1982 instead of 1-3-1982 their seniority was protected and they are benefited by it.

7. Admittedly these three people are in the reference who were working as Shotfirers in Grade D were given Grade C as Shotfirer from 1-2-1982 when they passed the Mining Sirdar's examination held in January 1982. Previously shot firer holding Sirdar's Certificate being given Grade C only when they produced the certificate of passing and it was

taking a long time and the Union represented that they should be given promotion to protect their seniority from the date of Mining Sirdar examination results are known by the Director of Mines. In the instant case it is admitted that the result were known showing that these three people passed the Mining Sirdar examination sometime in middle of January 1982 and they were promoted to Grade C from 1-2-1982. They are governed regarding the placement as per rules laid down in the coal awards, Wage Board and N.C. W.As. I, II and III in the matter of placement and increment. Their promotion to shot firer Grade D are not in dispute. Now in the normal course they could have given increment of Rs. 23.00 on 1-3-1982 but on account of the passing of the Mining Sirdar Examination and also Gas Testing and First Aid Certificate they were given Grade C from 1-2-1982. In other words they were given Grade C in the month of February 1982 instead of giving increment in the month of March 1982 in Grade C and when they were given increment from 1-2-1982 they were respectively had fitted Ramulu in the grade of Rs. 630.00, Sailu in the grade of Rs. 601.00 and Venkati in the grade of Rs. 688.00 and they were given monetary placement in the said scale of Grade C. As Grade D Shotfirers the scale would be Rs. 508-23-692-28-860. As Grade C Shotfirer the scale will be at Rs. 572-29-804-34-1008. So the placement into Grade C from Grade D is not a promotion. Looked from any angle even as per the N.C.W. As. I, II and III as well as the Wage Board and Coal Awards, the placements are matters of increments from grade to grade of the same post on passing the test is not a promotion, but is a matter of placement or fitment. This is only upgradation. Promotions will be given from the vacancies as per the seniority and other requirements. These people having passed the test they were given Grade C Shotfirers from the date of passing i.e. only they are upgraded in their scale of Grade C. Of course even in Industrial Dispute No. 24 of 1982 the stand taken by this Tribunal in this aspect would show that they given Grade C with effect from the date of their passing the Mining Sirdar Examination as Shotfirer and thus it is not a promotion. Even as per Ex. M1 having seen the practice obtaining in different areas, the Management thought fit that allotment of Grade C Shotfirer who passed the Mining Sirdar examination should be placed in Grade C immediately on receipt of intimation. They cannot have increment as well as next placement in the Grade C having been fitted into Grade C on 1-2-1982 in Grade C increment is at the rate of Rs. 29.00. Therefore their request that should have been given additional increment again on 1-3-1982 consequent on their promotion from 1-2-1982 to Grade C it is not promotion but it is only upgradation. The Shotfirer who passed the Mining Sirdar's examination was given Grade C and they were fitted into the scale which is higher to which they were drawing in Grade D. So the promotion from Shotfirer to next grade will depend upon the vacancies and also seniority and other requirements. Therefore it is not correct to say that these workers are denied one additional increment with effect from 1-3-1982 on being fitted as Grade C Shotfirer from 1-2-1982 as it is not a promotion. Therefore they are not entitled to any relief.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 17th day of March, 1986.

Sd/-

INDUSTRIAL TRIBUNAL

Appendix of Evidence.

Witnesses Examined.—For the Workmen

W.W.1 Ch. Ramulu

Witnesses Examined.—For the Management.

M.W.1 M. Subba Rao

M.W.2 V. Gopala Sastry.

Documents marked for the Workmen :

NIL

Documents marked for the Management :

Ex. M1 Copy of letter No. P4/3080/3673, dt. 20-9-78 addressed to Additional G.M., MM & R.K.P. along with other by G.M. K.G.M. with regard to

Grade 'C' to Shooters who passed Sirdars' examination.
Ex. M2 True copy of the Award in I.D. No. 24/82 on the file of the Industrial Tribunal (C), Hyderabad.

J. VENUGOPALA RAO, Industrial Tribunal

[No. 22012/77/83-D.III(B)]

V. K. SHARMA, Desk Officer

नई दिल्ली, 7 मई, 1986

कां.प्र. 2016.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय जीवन बीमा निगम के प्रबन्धतन्त्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुसूच में विद्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, बम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23 अप्रैल, 1986 को प्राप्त हुआ था।

New Delhi, the 7th May, 1986

S.O. 2016.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the Life Insurance Corporation of India and their workmen, which was received by the Central Government on the 23rd April, 1986

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NO. 1, BOMBAY

Association :

Mr. Moro, Advocate & Mr. Deo General Secretary.
For the Federation.—Mr. Kahuria, General Secretary.

INDUSTRY : Insurance.

STATE : Maharashtra.

Bombay, the 31st January, 1986

AWARD

This is a reference under S. 10 sub-section 1 clause 'D' of the Industrial Disputes Act, which is worked in the following terms :—

"Whether the action of the management of Life Insurance Corporation of India, Bombay in closing the cadre of Superintendent (Admn.), Superintendent (Typing Pool), Superintendent (Adrema) and Superintendent (Machine) and in denying promotional avenues to the Section Heads/Higher Grade Assistant in all the offices of LIC of India all over India without getting the LIC of India (Promotion) Regulations, 1976 duly amended is justified? If not, what relief are the concerned workmen entitled to?"

As the subject matter of the reference, namely, closing of the cadre of Superintendents in all the offices of LIC all over India appeared to be a matter of all-India importance and effect, a reference was made to the Ministry of Labour, Government of India to consider the advisability or otherwise of making this reference and thereby converting it into a National Tribunal reference, so that any award which may be made will have all-India application and not confined to the local area when it was referred to this Tribunal No. 1, at Bombay having a limited territorial jurisdiction. The reference was initially made on the 29th October, 1983 and received in this Tribunal on 31st October, 1983. Since, however, the Ministry took a long time and finally did not reply to the reference, the hearing of the reference was taken up and was concluded and is now being disposed of by this award. It may be mentioned incidentally that the arguments were at one stage had neared completion and at that stage, the LIC Jhanshi of adducing evidence, though initially parties had agreed

that no evidence was necessary. It then filed an affidavit and produced some documents. This necessitated opportunity to the unions for giving evidence, which was also led on their behalf. Further documents were produced and ultimately, arguments were concluded on the 31st of January, 1986. I am now proceeding to give my award in the matter.

3. It will be seen from the terms of the reference that the reference calls for adjudication on the action of the Life Insurance Corporation "in closing the cadre of" Superintendents and thereby "denying promotional avenues to the Section Heads/Higher Grade Assistants in all the offices of LIC of India without getting the LIC of India (Promotion) Regulations, 1976 duly amended". It will be seen from the wording of the reference, that what was done by the Life Insurance Corporation and the action taken by it was determined and described as "closing the cadre" of superintendents and the question which was to be considered was whether it was justifiably "without getting the LIC of India (promotion) Regulations, 1976", amended as I shall presently point out, these two aspects of the matter became the principal questions of controversy and dispute between the parties.

4. Initially, the All India Life Insurance Corporation Employees Federation was the only party for the workmen in this reference. Another union, called All India Insurance Employees Association also appeared in this reference and was allowed to participate and file its statement of claim. It appears no formal order was passed, permitting them to do so. Neither the Corporation, nor the Federation objected to the Association appearing on behalf of the workmen as one of the participants. Indeed, the Federation has allowed the Association to take a leading part in the conduct of this reference. A statement of claim was first filed by the Association on the 17th of January, 1984, while the Federation filed its statement on 9th February, 1984. The Corporation filed its written statement on the 1st August, 1984 and later a rejoinder to the Statement of Claim filed by the Federation and the Association also on that date. Both the Statement of claims by the Federation and the Association and the written statement of the Corporation have tended to be prefix and have incorporated considerable matter which is not directly relevant.

5. I propose to refer to only material and relevant portions of these sets of pleading delivered by both the sides. They referred to the incorporation of the Life Insurance Corporation by an Act of Parliament in 1956, and the issuance of the notification of the Government of India on the 23rd July, 1960 framing Staff Regulations. The said Staff Regulations were amended in 1971, upon which reliance is placed for the union and the classification and categorisation of the staff made by the 1960 Staff Regulations. The Association relied upon Regulation 7 of the Staff Regulations as amended in 1971, which lays down by sub-paragraph 1 that "All recruitment and promotions shall be made against the vacancies in sanctioned posts." It then stated that accordingly, promotions were made from year to year in the cadres of Superintendents and consequently vacancies in the lower cadres of Section Heads and Higher Grade Assistants arose. The Superintendents also became entitled to be further promoted to the posts of Assistant Administrative Officers. The Superintendents' post is a chain in the promotions, according to the Association and was integrated as part of the promotion procedure and practice. This, it is their case, could not be modified "except in accordance with law" and the same could not therefore be either "closed", modified or changed, as it involved all cadres while the promotions continued to exist and announced in other cadres. It then refers to the promotion regulations published and made by the Government in 1976 in exercise of the powers conferred under S. 59, sub-section (2) clauses (b) and (bb) of that section, which covered the categories of class-III and class-IV staff. According to it, consequent upon the coming into force of the promotion regulations, the earlier instructions issued by the Chairman lapsed. The said regulations also provided that promotions shall be made against sanctioned posts. Administrative instructions were, in accordance with these regulations, issued by the chairman and promotions took place first in the year 1977 in accordance therewith, and later in the year 1979. In 1977, as many as 462 Superintendents were appointed and in 1979, 90 persons were appointed as Superintendents. Nevertheless, a number of vacancies continued to exist, which the Association estimat-

at 900, but they were not filled subsequent to 1979. It is pointed out that the posts of Superintendents, Section Heads as well as Higher Grade Assistants are eligible in accordance with the promotion regulations. That the Corporation seems to be avoiding to make promotions and says that the Corporation "does not want any promotion to the category of Superintendents as it has closed promotions to his category of employees in the staff organisation". This according to it, has prejudicially affected the workmen and diversely affected their rights, interests and privileges, not only the immediately lower cadres, but also those in the cadre of superintendent. A promotion to the post of superintendent being a chain in the set of promotions, those below and in these posts are vitally affected and concerned. According to it there are a number of posts superintendent which are sanctioned and are vacant. These posts are not abolished but they are not being filled in. According to the Association the Promotion Regulations also say that vacant posts must be filled and officiating arrangements must be avoided. Posts necessary to discharge and efficiently fulfil the business requirements are sanctioned and filled in from year to year on the basis of relative seniority, qualifications, experience and work record. The employees are entitled to look forward to promotional opportunities and have a right to promotions in the notified promotional posts and existing and sanctioned vacancies therein. It is also a grievance that by non-filling of the vacant post the workload on the remaining staff increases.

6. One of the contentions of the Association is that the action or inaction on the part of the Corporation with regard to the promotions of Superintendents is also opposed to the settlement dated 24th January 1974. No notice has been given of any such change by the Corporation to the employees and the employees have been greatly prejudiced. The action is both discriminatory and also violative of the principles of natural justice as the employees have not been informed of the change.

7. Similar to the Association's statement, the Federation also referred to the promotion regulations, the conditions of eligibility to the cadres of Superintendents posts and their positions in the promotional set up, the qualifications required to be promoted to the post of Superintendent and those who could compete for that selection, the chain of selection and the process of selections. According to it, there were 745 superintendents as on 31-3-1980 in the entire organisation of the Corporation, while on the 31st of March, 1983, their number is only 310. According to the Federation, therefore, there are 435 vacancies of Superintendents clearly in the four categories of Superintendents, namely, Typing Pool, Adrema, Machines and General. That the denial and non-filling of the 435 vacancies affected another 2000 employees, according to it causing thus a general reaction and depriving the lower cadres of an avenue for promotion. This according to it is an unfair labour practice, as defined in S. 2 of the Industrial Disputes Act, and set out in the Fifth Schedule.

8. It was then pointed out that no notice of change, according to S. 9-A of the Industrial Disputes Act was given. Class-III and Class-IV employees were affected by reduction in the strength of the Class-III posts, within which the costs of Superintendents fall. It therefore, prayed that the LIC should be ordered to implement the promotion Regulations, promote to the post superintendents, notify the procedure for tests; grant Rs. 25 p.m. as special pay to such of the employees of the lower cadres who had appeared and passed the departmental test for promotion to the post of Superintendents and that his special pay should be continued until these people are made Superintendents.

9. The Corporation, in its written statement has also referred to the Staff Regulations, 1960, the LIC Act, 1956 before and after its amendment in 1981 and the Promotion Regulations of 1976 and also raised as I have referred earlier, objection to the jurisdiction of this Tribunal to decide a dispute which affects employees of the Corporation all over India. According to the Corporation, the Staff Regulations of 1960 or the Promotion Regulations of 1976 nowhere required the "Corporation to effect promotions to any particular cadre or to any particular post in any particular cadre in any particular year or in all." According to it, the contention that an amendment is required

to the Promotion Regulations of 1976 "before the Corporation decides not to fill up vacancies in the post of Superintendents", is misconceived. According to it, the Corporation is entitled to or not to fill vacancies in any particular cadre and there was no obligation to effect promotions. As such, apparently, the Corporation's contention seems to be that the Tribunal has no jurisdiction to adjudicate upon the reference as the ~~terms~~ stand.

10. On merits, the Corporation pointed out that the Superintendents post is in a supervisory cadre in class-III and the lowest cadre in the administrative category of posts an Assistant Administrative Officer, who is also in a supervisory position and "the powers and functions of an Assistant Administrative Officer and a Superintendent overlap to a very large extent". According to it, in order therefore to meet the aspirations of the employees, the Corporation "has been increasing the number of vacancies for promotion to the cadre of Assistant Administrative Officers more than in promotion to the number of vacancies in Superintendents cadre". This, it said is particularly in view of the Corporation's decision not to fill up the vacancies of superintendent from Higher Grade Assistants and Section Heads. It also says that the post of Assistant Administrative Officer is higher than that of superintendent.

11. The Corporation has then given its reasons for its action, and said that the Corporation has started an extensive programme of decentralisation of functions to smaller units for prompt and efficient service to policy holders. As such decentralised offices have been given larger responsibility and hence in the reorganisation of the branch offices, supervisory posts, it was felt, should be "manned by persons with administrative/managerial powers far more than those that could be exercised by Superintendents". In view of such a policy decision, the Corporation decided not to fill up the "vacancies in the post of Superintendents" and decided to increase the number of vacancies in the cadre of Assistant Administrative Officers. This, according to it, "is beneficial to not only the employees of the Corporation but also is in the interests of the insuring public of the country" and for better administration, of the Corporation.

12. It may be mentioned that both in the written statement of the Corporation as well as the claims statement of the Association, there has been a reference to the Reference No. NTS-2 of 1969 of the National Industrial Tribunal, presided over by Justice Dave and withdrawal of one of the items and terms of reference from that Tribunal pursuant to a settlement. That settlement of the year 1971 came to be challenged before the Kerala and Madras High Courts which held that withdrawal of a term of reference could not be allowed and the award to that extent was bad. It also referred to the appeals filed by the Corporation to the division bench and further to the Supreme Court and fresh reference No. NTS-1 of 1973 by the Government to the National Industrial Tribunal. It also referred to the stand taken by the Federation that the cadres of Section Heads and Superintendents should be closed and further to the contentions taken that time that "duties and responsibilities, financial or otherwise of the Superintendents and that of Assistant Administrative Officers are the same and are inter-changeable".

13. In its rejoinder to the Federation's statement, the Corporation admitted that the promotions are to be made against vacancies in sanctioned posts and that the Corporation has to from year to year assess its requirements of Superintendents in its cadre. Its decision, according to it, could not be questioned and that it has not "curtailed the chances of promotion to the workmen of the Corporation and the workmen cannot have any grievance on that score". It pointed out further that "Higher Grade Assistants who aspire for promotion to the posts of Superintendents can appear for selection for promotion to the cadre of Assistant Administrative Officers subjected to their eligibility". Section Heads it says "who are eligible for promotion to the cadre of Superintendents can also appear for selection for promotion to the Cadre of Higher Grade Assistants provided they fulfil the requirements" and thereafter to the cadre of Test, Administrative Officers. The vacancies of the Asstt. Administrative Officers have "more than proportionately increased to provide for any shortfall in the number of vacancies in the cadre of

Superintendents", and therefore, it says "the promotional opportunities in the posts of Higher Grade Assistants, Section Heads and all the way down have greatly increased and the women of the Corporation cannot be heard to say that their chances of promotion to higher cadre have been diminished".

14. It describes its action "as considerably increasing the number of vacancies in the cadre of Asstt. Administrative Officers to make up for the shortfall in the sanctioned posts in the cadre of Superintendents". This, according to it is no denial of opportunity for promotion to class-III employees. The increase in the number of promotion posts of Asstt. Administrative Officers, according to the Corporation would have cascading effect on the increased promotional opportunities available to the Section Heads and Higher Grade Assistants and to employees down below. The Corporation also averred in its paragraph 13 of the rejoinder that "in terms of the administrative powers and financial powers the cadres of Superintendents and Assistant Administrative Officers overlap to a very great extent". Its action, therefore, "to sanction more vacancies in the Assistant Administrative Officer cadre with diminishing number in the cadre of Superintendents is fully justified and legal". This, it says, is not a change in the conditions of services.

15. The rejoinder to the Association's statement of claim raised on new ground. It however, specifically denies the contention of the Association that either the 1976 regulations or the administrative instructions stipulate that "promotions to the various posts in the Class III and Class IV be made once every financial year", and that promotions must be made to such vacant posts. It pleaded that "The diminution, if any, in the number of vacancies in the cadre of superintendents has been taken care of and made good in the promotion to the cadre of Assistant Administrative Officers."

16. By an additional written statement filed on the 28th of August, 1985 the Corporation referred to the amendments in Rule 5 of the Promotion Regulation and in S. 48 of the LIC Act, 1956 by amendment Act of 1981. The new Rule 5 reads that "There shall be no fresh appointments or promotions to the cadre of Section Heads and Superintendents on or after the 1st July, 1985". This rule was made by the Central Government in exercise of the rule making powers conferred upon it by S. 48 of the LIC Act, 1956 as amended by the 1981 amendment Act.

17. The Association, in its reply, states that the amendment need not be taken into account and that the amendment to the rule does not render the reference infructuous and invalid, and the reference is still required to be decided. There has been no controversy on this point that notwithstanding the amendment to R. 5, which came into force from 1st July, 1985, the reference will have to be decided and an award given, but the fact of the amendment to R. 5 will have to be considered and taken care of.

18. It will be seen thus, from the terms of the reference and the pleadings of the parties that there is very little scope for evidence much less oral evidence, and the determination of the question depends upon statutory provisions, rules made under the rule making powers of the Central Government, and classification or characterisation of the action of the Corporation and its examination as to whether it is in accordance with the applicable rules and regulations and provisions of the Act or otherwise.

19. It would, therefore, be pertinent to examine the provisions of the Act, called the Life Insurance Corporation Act, 1956, the rules made thereunder and regulations promulgated by the Government in that behalf and instructions, if any, issued and which are applicable in respect of the subject. The Life Insurance Corporation Act is placed on record at Exhibit F-14, together with the amendment made to it in the year 1981. It is not necessary for the purpose of this reference to refer to the various provisions in the Act, but only to a few. However, it is material to point out that the Corporation took over the controlled business of the insurers which was till then being carried on and thereafter managed by the Corporation. The Corporation also had as a consequence to take over of the staff which was employed by the erstwhile insurers who were whole-time employees of the insurers and thereafter became the employees of the Corporation. As is natural and had to be expected in the circumstances, different terms and conditions of service prevailed in the various businesses of the companies and the Corpora-

tions which were doing insurance business till then. Section 11 of the Act generally says that all whole-time employees of such insurers from the appointed day become employees of the Corporation and were to hold office "by the same tenure, at the same remuneration and upon the same terms and conditions and with the same rights and privileges as to pension and gratuity and other matters as he would have held the same on the appointed day if this act had not been passed, and shall continue to do so unless and until his employment in the Corporation is terminated or until his remuneration, terms and conditions are duly altered by the Corporation". Sub-section 2 of Section 11 empowered the Central Government, if it was satisfied that it was necessary to do so to secure uniformity, notwithstanding any award, settlement or anything, alter the terms and conditions of service including remuneration of such employees. S. 48 of the Act related to the rule making power and conferred upon the Central Government power to make rules generally by sub-section (1) to carry out the purposes of the Act and particularly by sub-section 2 in respect of certain mentioned matters. As sub-section 3 laid down, such rules had to be laid before the Parliament, whereafter they would be deemed to be passed and would have the force of law. By sub-section 49, the Corporation was also empowered to make regulations "with the previous approval of the Central Government by notification in the Gazette of India" with regard to certain matters and by sub-section 2 clause (b), the Corporation is empowered to make regulations with regard to "the method of recruitment of employees and agents and the terms and conditions of service of such employees or agents". It will thus be seen that apart from the power conferred under S. 11 of the LIC Act, the Corporation also had been conferred with powers to make regulations with the previous approval of the Central Government relating to conditions of service of such employees.

20. Sub-section (b) of S. 49 later came to be amended and this part of the sub-section relating to terms and conditions of service of such employees or agents was omitted and deleted, by the amendment Act of 1981. At the same time and by the same Amendment Act, a clause was inserted in sub-section (2) of S. 48 by way of clause (cc) which conferred upon the Central Government power to make rules relating to "the terms and conditions of service of the employees and agents of the Corporations, including those who became employees and agents of the Corporation on the appointed day under this Act". In other words, after the Amendment Act of 1981 came into operation, with regard to terms and conditions of service of employees of the Corporation, and employees who have become employees of the Corporation on the appointed day, it was the rule making power of the Central Government by which the terms and conditions of service could be laid down. Sub-section 2(A) which was also inserted by the amendment provided that those regulations and provisions which were in existence before the Amendment Act relating to terms and conditions of service of the employees would be deemed to be rules made by the Central Government under S. 48 sub-section (2)(cc). Sub-section 2-B which was also inserted by the said Amendment Act empowered the Central Government not only to make rules under clause (cc) of sub-section 2 but also to give them retrospective effect, and also power to amend by way of addition, variation or repeal the regulations and other provisions which are by virtue of S. 2-A to be deemed to have been made by the Central Government under its rule making power. It will thus be seen from these provisions, that the Central Government had power under S. 11 to alter the terms and conditions of service of the employees

by enacting rules by virtue of S. 48(1) of the Act. Similarly, the Corporation had the power to promulgate regulations with the previous approval of the Central Government and notifying them in the Gazette of India, governing the terms and conditions of service of its employees, till the Amendment Act of 1981 came into force with effect from 17th March, 1981. Thereafter, the power to make such rules rested clearly in the Central Government, which can do so, by following the procedure laid down under S. 48. The regulations issued by the Corporation between the period 1956 to 1981 by virtue of S. 2(a) received the validity and imprimature as if there were rules made under S. 48 by the Central Government by virtue of sub-section 2-A of Section 48 of the 1956 Act. I will now refer to the relevant notifications, regulations and orders issued by the Corporation and the Government of India.

21. The first order which was issued by the Government of India, as I have already pointed out, by virtue of powers

conferred under S. 11 was issued on 1st June, 1957. This order has been popularly referred to as the Standardisation Order. As would be seen from sub-section 2 of S. 11, the order was issued "for the purpose of securing uniformity in the scale of remuneration and the other terms and conditions of service applicable to employees of insurers." This order has been hereinafter, referred to as Standardisation Order. We are concerned only with certain clauses of the order and annexures thereto. Clause 8 speaks of promotion and says amongst other things that "Employees in categories 4 to 9 under Clause III of the Annexure shall be eligible for promotion to category 2 if they possess adequate qualification and pass the test prescribed in this behalf by the Corporation". Para 3 of the clause, in addition to providing for promotion and eligibility to employees in category 10 for promotion to categories 4—9 says further that tests for such promotion shall be held regularly and that the employees in category 10 are eligible for being promoted "if they pass the test prescribed". This paragraph is being referred to only for purposes of comparison and to point out the distinction between para 2 of that clause and para 3. In other words, though regular holdings of tests is prescribed for category 10 employees for eligibility to promotion to categories 4 to 9, such is not done for categories 4 to 9 employees for promotion to category 2.

22. The standardisation order prescribed the scales and categories so that the employees would be fitted firstly in the categories laid down in the annexure and will automatically be entitled to the scale of pay mentioned against those categories. In this annexure there are Class-III and Class-IV employees. Class-III consists of 10 categories which includes the first category of Superintendents and the second category of Higher Grade Assistants. A separate category of Section Heads as such is not mentioned, but they are included amongst Assistants and are shown at 4.3. It will thus be seen that categories 4 to 9 and the Assistants including Section Heads and others mentioned therein are eligible for being promoted to Higher Grade Assistants. While employees in category 10 i.e. Record Clerks and Machine Operators are eligible for promotion to the next higher post of Assistants. Apparently, the entry grade or category for Class-III service in the LIC is category 10.

23. The LIC, thereafter issued the Life Insurance Corporation of India (Staff) Regulations, 1960, hereinafter referred to as Staff Regulations. They were notified in the Gazette of India on 23rd July, 1960. Some of the provisions of these regulations have to be cited. The Regulations empowered the Chairman to issue "instructions or directions as may be necessary to give effect to and carry out, the provisions of these regulations and in order to secure effective control over the staff employed in the Corporation". Regulation 7 is an important one and says so far as is material, that

"7(1) All recruitment and promotions shall be made against the vacancies in sanctioned posts."

24. A machinery is also than provided for making promotions and the committees to select upon the promotees with regard to various classes of posts. Such a committee for the purposes of selection of Superintendents has to consist of an officer of the rank of a Divisional Manager and two officers of the rank of Asstt. Divisional Managers. The annexure to standardisation order, annexure is incorporated in these regulations in Schedule 2 as the scales also underwent revision.

25. For the Corporation, a reference was made to the set of regulations issued in 1959 and in particular powers of the Chairman mentioned therein under Regulation 32 and 33. Regulation 32 says that the Chairman is chief executive and shall exercise all such powers subject to general and special powers of the Corporation, as may be exercised and do such acts and things as may be done by any of the Committees of the Corporation. The Corporation's powers, during emergency however, can be exercised by the chairman himself. The powers of the Corporation are laid down by the Act, while the powers of the Chairman are laid down in these regulations. As the chief executive, therefore, it follows that he can exercise all such powers as can be exercised on behalf of the Corporation, but subject to its general or special directions. Thus, regulation 32 was apparently relied upon by the Corporation to justify the action taken by the Chairman which has been the subject of this reference, namely as described in the terms of reference, "closing the cadre of Superintendents," and as contended at a later stage

by the Corporation, stopping of promotions to the posts of Superintendent. I will however, deal with this aspect of the matter at a later stage.

26. Three settlements have been placed on record on behalf of the employees. The first is of the year 1963, the second on 20th June, 1970 and the third is that of 23rd January, 1974. The 1963 settlement is really of no relevance, except perhaps for the fact that the grade of Superintendent finds a place in that settlement where the scale for that post was determined. Similarly, in the 1970 settlement also, the grade of Superintendent finds a place. It is in this settlement that the item with regard to promotion in the reference pending before the National Industrial Tribunal, being NITB-1 of 1969 was withdrawn. That is item 7 of the settlement and it says that the workmen withdraw the item from the reference. In 1974, the settlement similarly settles the scale of the post of Superintendent with reference to the question of Superintendents and Higher Grade Assistants and Section Heads upgradation dispute. None of these settlements say anything with regard to promotion, such as that all vacant posts which are required to be filled in by promotion shall be filled in within a particular time or any such provision to that effect. The unions have probably referred to them as showing that the post of a Superintendent and its concomitants are the subject of settlements.

27. It is now necessary to refer to the promotion Regulations only. They were promulgated by a notification issued in the Gazette dated 15th March, 1976. Regulation 5 therein says "(1) Promotions shall be effected only against vacancies in sanctioned posts". I have already referred to the Staff Regulations, 1960, which incidentally did not refer to the cadre of Superintendents and the eligibility of promotions to the category of Superintendents for the purpose of promotion. Further, it is common ground that promotions to the posts of Superintendents were made and continued to be made after the coming into force of the Act and even before the Promotion Regulations of 1976 came into existence. The Promotion Regulations of 1976 as a matter of fact laid down the eligibility conditions for promotion to several posts including that of a superintendent and therefore, the promotional posts to which the eligible persons could be promoted, the manner and method of selection and provides for redressal of grievances in regard to selection. Apart from Regulation 5, to which I have drawn attention, the schedule to those Regulations is material and gives the lists of cadres to which promotions can be made in column 2, and the persons from whom these promotive posts can be filled in column 3. Column 4 lays down which are the persons who are eligible and qualifying and satisfying the requirements can be considered for promotions. Incidentally, the schedule does not say that any direct recruitment to these promotive posts could be made. Amongst the promotional posts, is the Assistant Administrative Officers and cadre, as also Superintendents which are at Sl. No. 4 to 7. Leaving aside the broad technical category of Superintendents in typing, adremo and machine departments, these Superintendents are apparently lower in cadre and grade and work under an Assistant Administrative Officer. Persons who are eligible to be promoted as Assistant Administrative Officer are Superintendents, as well as Higher Grade Assistants. Superintendents can be promoted to the grade of Assistant Administrative Officers, after having worked for three years as Superintendent or for 5 years as Superintendent's and/or Higher Grade Assistants. Similarly, to the post of Superintendent, a Higher Grade Assistant or Section Head can be promoted. A Higher Grade Assistant will have to put in a qualifying four years service or five years service as Higher Grade Assistant and/or Section Head together with a pass in the departmental test. In other words, a combined service of five years as Higher Grade Assistant and Section Head or five years service as Section Head or four years service as Higher Grade Assistant will qualify to be considered for promotion to the post of Superintendent.

28. Though these rules are promotion regulations, there do not appear to be any recruitment regulations or classification of posts open for direct recruitment and posts open for promotion only, nor is any percentage fixed or prescribed for direct recruits in a promoted post and/or promotees from amongst the eligible persons for the promotional post. The position therefore, would be, so far as the posts of Superintendent and Assistant Administrative Officer are concerned, it is a post promotional from that of a Higher grade Assistant and a Superintendent. A person who has put in 5 years qualifying service as Section Head or together as Section

read and Higher Grade Assistant, he is eligible for being considered and promoted to the post of a Superintendent, provided he obtains a pass in the departmental test. A person who has put in 4 years service as a Higher Grade Assistant would also be summarily entitled to be promoted and considered for promotion to the post of a Superintendent. To be promoted to the post of an Assistant Administrative Officer, which is a Class-I post, as distinguished from the post of a Superintendent, which is class-II post, the required qualifications are three years service as Superintendent or 5 years service as Higher Grade Assistant or together as a Higher Grade Assistant and as Superintendent. No departmental test or examination is prescribed. To the post of Section Head on the other hand or a Higher Grade Assistant from which promotions to the post of Superintendent or Assistant Administrative Officers can be had, the qualifying service required is 5 years as an Assistant to become a Section Head or a Higher Grade Assistant together with a pass in the departmental test or possession of a technical qualification. A Section Head can also after 3 years qualifying service as a section head become a Higher Grade Assistant, provided he obtains a pass in the departmental test or prescribed technical qualification. It will be seen from this that an Assistant can become a Higher Grade Asstt. provided he has obtained a pass in the departmental test and prescribed technical qualification to obtain that post via promotive post of a Section Head which may require eight years. We are not really concerned in the present reference with the promotional chances or promotions to the posts of Section Head and Higher Grade Assistants, but only to the post of Superintendent which Section Heads and Higher Grade Assistants as indicated above can aspire or expect to go to. It will be seen from the above, that while a Section head can aspire to become a Superintendent in course of time with the requisite number of years of service and a pass in the departmental test, he cannot aspire to become a Higher Grade Assistant or an Assistant Administrative Officer without passing a qualifying test for the Higher Grade Assistant or acquiring the technical qualifications. Three years service as a Superintendent will further qualify him for being considered for the post of an Assistant Administrative Officer. A Superintendent therefore, can aspire to become an Assistant Administrative Officer, while a Higher Grade Assistant as well as a Section Head can also similarly aspire to become a Superintendent. It is no doubt true that a Higher Grade Assistant with increased qualifying years of service can aspire to become an Assistant Administrative Officer, which is admittedly and clearly a superior post. The promotional pattern and regulation however, will show that neither section heads nor Higher Grade Assistants can aspire to become Superintendents if the promotions to the posts of Superintendents are closed and placed in a higher intervening grade and supervisory post and gain experience in administration. Section Heads can not also without qualifying or being promoted to the post of a Higher Grade Assistant aspire to become Assistant Administrative Officers. At the same time, the promotional opportunity for Section Heads and Higher Grade Assistants to the post of an Assistant Administrative Officer does not get closed, though it does to the post of a Superintendent, which is an intervening promotional post.

29. The expression 'sanctioned posts' appearing in regulation 7 of the Staff Regulations, 5 of Promotion Regulations, 1976 has not been defined anywhere. It is obvious however that sanctioned posts would mean those sanctioned by the Corporation. I have already referred to the statement of claim filed by the Association, wherein the number of posts of Superintendents in the year 1977 and 1979 in the various zones was mentioned. During the course of hearing, the Corporation was also directed to file a statement with regard to the number of posts of Superintendents borne on its establishment strength from time to time, which it did at exhibit E-3. At page 2 thereof there is also a list of superintendents who have passed the test. (However, that does not show in what year test was taken, in which these 216 people had passed). On the 20th August, 1985, as was directed, the Corporation further filed a statement showing the number of superintendents in the Class-III employees promoted to the post of AAO, which is class-I zone-wise. Those figures are given for the years 1980 to 1985 for the AAO's post, while for the posts of Superintendents, they are given only for the years 1984 and 1985, showing the number of superintendents actually in position in these zones. It will be seen therefrom that the number of Superintendents in position has been dwindling. That is the obvious result of closing of the promotions to the cadre of Superintendents from 1980 and as is said by the Corporation shifting of these vacancies of

superintendents to the cadre of Assistant Administrative officers.

30. The Corporation then filed a Statement on the 14th of September, 1985. This is also as a result of directions and discussions during the arguments, showing "cadre strength (sanctioned posts) of Assistant Administrative Officers and Superintendents (combined) and actual number of Assistant Administrative Officers and Superintendents for the years 1978-79 to 1984-85". That is at Exhibit E-9. The table will go to show that in the year 1979-80, the combined cadre strength was 1990. However, columns 3 and 4 show the number of Superintendents and AAOs actually in position to be 713 and 1391 respectively, with a total in column 5 of 2104. In other words, the combined cadre strength had been exceeded by 114 persons. As to how that could be done and permitted is an entirely different question. Nevertheless, it goes to show that the so called combined cadre strength which is equivalent to the sanctioned posts was never adhered to and it was always exceeded, except in the years 1981-82 to 1984-85. On the other hand, the strength of the AAOs had increased and gone up, obviously at the cost of the strength of the cadre of Superintendents.

31. The notes given by the LIC below that table are material and important. It is necessary to extract them, as they have considerable importance and are of assistance for the discussion that follows. They are as below :—

"(1) Cadre strength (sanctioned posts) is combined for Superintendents and Assistant Administrative Officers and not separate."

"(3) The cadre strength (sanctioned posts) of Superintendents and Assistant Administrative Officers of various Offices of the Corporation is determined by the Chairman and the sanction is conveyed to the Zonal Managers for filling in the posts."

"(5) The cadre of Superintendents was closed by the order of the Chairman of the Corporation in December, 1980 and the posts of Superintendents have not been filled in after 1981. Wherever the posts of Superintendents have fallen vacant, appointments have been made against those vacancies in the cadre of Assistant Administrative Officers."

32. In view of this statement filed by the Corporation, two aspects of the matter became important and required further investigation. The Corporation was directed to produce on record order or direction or resolution of the Board authorising combining of the cadre strength of Superintendents and Assistant Administrative Officers. It was also directed to produce the procedure and formula for determining the sanctioned strength. Further, it was also directed to produce evidence resolution orders of the Board by which sanctioned posts in any particular cadre were allowed to be transferred or could be transferred, to some other cadre or in a combined cadre to the other category of posts which really amounts to one and the same thing. The hearing of the reference could not be taken up immediately for one reason or the other and was held only in the month of December, at which stage the learned counsel for the Corporation, prayed that he should be allowed to file affidavits, though certain documents had been filed earlier which had a bearing on the question of sanctioned strength, treating the two cadres as combined and the chairman's order to close the cadre of Superintendents. These documents are filed on 16th of December, 1985. It was thereafter that the affidavit of one Mr. Nagraj Rao was filed on the 8th of January, 1985 and some further documents were filed in a sealed cover, Nagraj Rao was later cross-examined and for the workmen evidence was also given of one Sharma.

33. From a perusal of these documents and what is contained therein it will appear, and this position was also conceded, that there is no direction or order or resolution of the Board directing that the cadre of Superintendent and of AAOs should be combined and their total strength considered and determined at any time in a particular way. According to the Corporation, that is its understanding, and that is what it meant and took for granted on the basis of the notes which were put up for the Board's sanctions and the resolutions passed by the Board.

34. It is therefore necessary to see whether these resolutions of the Board sanctioned such a combining of the cadre strength of Superintendents and AAOs or otherwise. The first of the resolutions in this behalf produced is of 24th of August, 1959. The relevant portion thereof says that it was suggested by a member that "when the strength in a particular department exceeds 25 and reaches the level of 32 another Superintendent or Junior Officer should be provided so that the department might be manned by two Superintendents or Junior officers..." Subject to this modification, the proposals in the office note were accepted by the Board. The proposals in the office note for that particular year are not before us. The next resolution is dated 28th of February, 1976. In this case, however, the notes which were submitted to the Board are also made available, and the Board's resolution says "the cadre strength fixed now is the maximum strength and the cadre strength under the proposed formula would substantially be equal to the existing strength now....." After some discussion, the Board approved the adoption of the proposed formula as set out in the Annexure to the note in regard to the fixation of cadre strength of officers. From the record it will be seen that it is the first time, a formula for fixation of the cadre strength of officers is available. That formula is contained in Annexure 3 and it says that "the requirement of AAO/Supdt. shall be worked for the main Departments of Divisional Offices" in the following manner. It then says that where there are staff upto 32 class-III employees, then there would be one AAO or Superintendent and so on till in the case of branch having staff of class-III between 283 to 307 then the AAOs/Supdts. shall be 12. On this basis, the chairman was to find out and determine the required strength of AAOs and Superintendents and wherever and whenever the strength of Class-III employees went up, applying the formula, the sanctioned or permitted strength of these officers would also similarly go up. However, it will be clear from this note that there is no provision or formula or suggestion for determining the interest strength of AAOs and Superintendents. The total number of AAOs and Superintendents who could be promoted/appointed was to be determined by the Chairman and those posts would be deemed to be sanctioned in accordance with the Board's resolution. The number of posts would be that yielded by the application of the formula. As we have seen however, earlier, the sanctioned strength formula also does not seem to have been adhered to always and there have been excess appointments over the sanctioned strength also, at least prior to 1980.

35. As is clear from the notes as well as from the resolution, the resolution and the note also suggested how many persons from the AAOs and Superintendents can be appointed to supervise the work of Class-III officers in a division and in branches in the divisions of the LIC. Neither the note, nor anything else suggested at any place specifically that the cadre of AAOs and Superintendents should be treated as one and the total number of posts yielded by the application of the formula should be distributed or accorded according to the requirements of the business by the Chairman in his discretion. Had there been such a note, direction, or resolution of the Board, then it is quite clear that the Chairman would have had the power to shift the vacancies from the posts of AAOs to the post of Superintendents and vice versa.

36. The question which is material now is with reference to the expression "sanctioned posts". The resolution of 1959, to which I have drawn attention and the Board Resolution of 28th February, 1976, provides only for the formula the application thereof, being left to the Chairman. The application of the formula would then yield the total number of sanctioned posts after 1976. Before 1976, however, we do not have any means of knowing in what manner sanctioned posts of Superintendents were determined and what was the formula applied. Even after 1976, though the formula for arriving at a total number of sanctioned posts of AAOs and Superintendents was approved and laid down as I pointed out, the interse division of strength between Superintendents and AAOs has not been formulated. However, it appears to me that the 1959 formula and resolution was still applicable and that by the combined application of the 1959 resolution and the 1976 resolution, interse strength of AAOs and Superintendents could be and was possible to arrive at. That it

must have been arrived at and was considered as the position, is clear from the material and evidence to which I shall presently make a reference.

37. The next resolution of the Board is of the 11th March, 1981. Along with this Board's resolution, are produced a note submitted and prepared for the Board and the notes and decisions which preceded the submission of the note to the Board. I shall deal with these notes separately as will be done also with regard to 1976 notes. The note which was put up to the Board which is exhibit E-21(p.2) the date of which is not clear, sought the Board's approval for providing "an additional officer, as may be decided by the Chairman, in the administrative side, in Branches where the number of staff sanctioned in Class-III is 25 or more to meet the requirements as a result of decentralisation". The Board, by its resolution of the 11th March, 1981 granted approval to the proposal and directed that "in branches where the number of staff sanctioned in Class-III is 25 or more to meet the requirements as a result of decentralisation", an Additional Administrative Officer may be appointed by the Chairman. The resolution, also permitted provision of AOs, on account of decentralisation to meet the requirements, due to restructuring of the branches, as may be decided by the Chairman. In that note there is a reference to the proposal for decentralisation and a reference to the 1976 formula. It was then pointed out to the Board that the 1976 formula provides "for a post of ABM(A) for all Branches. Where the number of staff exceeds 32, there is a provision for additional AAO/ABM(A) for every 25 staff or fraction thereof." I have already pointed out that the 1976 formula and the note annexure-3 thereto did not say that where the number of staff exceeds 32, there is a provision for Additional AO or ABM(A) for every additional 25 staff or fraction. The formula in annexure 3 as extracted above says that upto 32 AAO/Superintendent and so on could be appointed and the cadre strength to be worked out on the application of that formula. The note makes a reference to the Superintendents who were included in the 1976 formula. Whatever that may be, as it is not necessary and no question has arisen in regard to the adequacy or otherwise of the information being placed before the Board, the Board resolution of the 11th March, 1981 does not order the closing of the cadre of Superintendents. It did not direct the Chairman nor did it empower him to close the cadre of Superintendent or even for that matter to stop promotions to the posts of Superintendents. On the face of it the resolution does not mean that an additional A.O. was to be appointed sacrificing a Superintendent in the bargain. All that the 1981 resolution permitted him to do was to appoint Asstt. Administrative Officer in addition, where the Branch strength was 25 or more of Class-III employees. The Superintendent being one of the Class-III employees, would fall for being included in this 25 and it would be a moot question whether the appointment of an Additional Administrative Officer was to be made to the exclusion of the Superintendent from the number of 25 in the branch or otherwise.

38. With this now, it would be advisable to go to the notes and decisions which preceded the 1976 and 1981 resolutions of the Board.

39. The 1976 set of notings are at Exhibits E-23 to E-28. From E-23 to E-27, they are notes region-wise and E-28 is a consolidated note. It is not necessary for our purpose to go into the notes for each zone and it would be sufficient if any one of them is considered as a sample. Taking the one for the Central Zone at Exhibit-E-23, it will be seen that the number of posts which were sanctioned of AAOs and Superintendents in that zone were 313. While the new posts which were asked for were 319 the note proposed allowing 307 posts in place of 319 asked for. We are really concerned with the more important part of that note which appears at page 3. It will be seen from the note on page 1 that the actual occupied posts in place of 313 were only 307. Apparently, the other 6 were not filled in. The proposed sanction was for 307. The break-up of it is to be found on page 3. It says that the number of posts in the combined cadre is 307, of which the number of posts of Superintendent fixed is shown as 118 and the number of posts of AAOs as shown as 109, to make a total of 307. As against this figure the number of AAOs is shown as 160 and therefore 29 posts or vacancies were arrived at, as existing in the sanctioned strength of AAOs.

40. Conversely, so far as Superintendents are concerned, it was pointed out that the number of posts of Superintendents, was 118 while the existing strength of Superintendents was only 48. Vacancies therefore were determined at 70. Three additional vacancies were anticipated on account of retirement. Deducting technical vacancies therefrom, net general vacancies in the Superintendents cadre came to 65.

41. Similar exercise has been carried out with regard to other zones, namely, Eastern, Western, Northern and Southern zones. The combined note in this behalf is at Ex-E-28. At page 1, we have against various zones, number of posts fixed of AAOs and Superintendents separately shown. Their separate strength comes to AAOs 1336 and Superintendents 740, making a total of 2076. The vacancies which have been worked out after deducting therefrom existing strength and adding the expected retirements, are AAOs-127 and Superintendents-52. Finally it was decided that the number of vacancies for AAOs should be pronounced as 111 in place of 127 for purposes of promotion exercise. It will therefore, be seen from these notes that a separate exercise for determining the number of vacancies of Superintendents and AAOs did exist. Such different strengths of AAOs and Superintendents for each zone was actually worked out as in Exhibit-E-28 will show at least for the year 1976. It seems to have been followed and done every year. Apparently, the requirement of the Corporation of AAOs and Superintendents till at least 1980 went on increasing as the number of branches increased and the business of the Corporation grew. Till then, there was no problem and there was no diminution in the chances of promotion faced by the employees, which could have given cause for discontent. Though, therefore, for the purposes of administration, AAOs and Superintendents were considered together as one cadre, it is not correct to say that AAOs and Superintendents were deemed to be interchangeable and there were no vacancies as such determined of either AAOs or Superintendents. The statement therefore, of Nagraj Rao in his affidavit at Exhibit-31 in para 4 that the resolutions have been "construed and understood to mean that the cadres of Superintendents and AAOs are interchangeable and further that the two cadres are one and the same for the purposes of determining the cadre strength and making appointments thereon" is not correct. It may be that where an AAO was posted once, in his place a Superintendent may have been posted and vice versa. But that does not mean that the posts are interchangeable or that separate cadre strength of Superintendents and AAOs was not possible to be determined or was never determined by the Corporation. A perusal of the notes of the year 1976, which are detailed clearly go to show that separate requirements of Superintendents and AAOs was assessed and the number of AAOs and Superintendents actually in position was determined. The requirement was assessed and the balance only was declared as vacancies. They were, therefore, vacancies in sanctioned posts.

42. Nagraj Rao in his affidavit stated that the cadre of Superintendent is not abolished, but according to him, there is a surplus of Superintendents. In his cross-examination he however admitted that "the cadre strength of the Superintendents was fixed by the Chairman separately in 1976." This, he says, continued till 1981. At one stage, Rao seems to say that the 1959 and 1976 resolutions of the Board were authority for the contention that the posts of Superintendent and AAO are interchangeable. When he was pointed out the discrepancy between his affidavit and his statement, he came out with an extra-ordinary reply that both the statements were correct. He again executed a somersault by saying that "the cadre (Superintendents) has been closed from December 1980. According to me, no promotions are made to the cadre of Superintendents from December, 1980. The cadre however continues to exist for persons who are already appointed as superintendents."

43. The position that the cadre strength of Superintendents is going down is also admitted. He stated that in 1980, there were 645 Superintendents, while in 1984-85, there were only 171. He then says that these "vacancies constituting the difference between two figures have been converted into AAOs vacancies and the promotions made to the AAOs posts. The Chairman has approved the con-

version of the posts of Superintendent to that of AAO." No such authority or directive or order of Chairman has been placed on record before me. Mr. Rao, therefore hastened to add that the Chairman "has approved the appointment of AAOs against the post of vacancies of Superintendents."

44. Mr. Rao clearly admitted certain positions. He said that there was "no resolution of the Board or order of the Chairman to treat the cadre of Superintendent and the AAO as one." "There is also no order of the Chairman or resolution of the Board saying that the two cadres are interchangeable". When he was asked questions with regard to what was understood and meant by the Corporation by the word Fixed in the case of strength in a particular post, he stated that it meant fixed by the Chairman. On the other hand, exercise of fixing the number of posts apparently was made every year and that these posts of Superintendents, he says "remained static from 1976 to 1984."

45. Finally, Rao stated that "Neither the Staff Regulations nor the Promotion Regulations confer the power on Chairman to convert the post of AAO into a Superintendent or vice versa." Rao holds the post of Assistant Secretary in the Personnel Department of the LIC and says that he has been conversant with the work of fixing the cadre strength of Superintendents and AAOs right from 1959. He should therefore, be a person in the know and that is why he was examined.

46. Coming now to the 1980 notes at Exhibit E-22, which led to the 1981 resolution, it would be seen that that exercise was also undertaken with regard to the usual promotional procedure of the LIC for such post including the posts of Superintendent. At page-3, the note says that "the question of treating the Superintendent's cadre as a closed cadre is engaging the attention of the Corporation. Though, it is not the intention to increase the existing cadre strength of Superintendents, it will be necessary to hold the Superintendents' test till such time a final decision is taken in this regard." On 6th December, 1980, there is a remark of the Chief Personnel Officer that it was agreed by Deputy Secretary (A) that "we need not go ahead with the promotion test to the Supdt's cadre." The Deputy Secretary, then wrote on the 23rd December, 1980 that "it is not advisable to fill the vacancies in the cadre of Superintendents. In the dispensation which may shortly be prescribed, Superintendents' cadre will be treated as closed." On the 25th December, 1980, the Chairman has approved this suggestion. This apparently is a decision to close the Superintendent's cadre. Consequently no tests were prescribed and vacancies for the posts of Superintendents declared.

47. A consideration of these note sheets will clearly go to show that separate strengths of the posts of Superintendents as well as that of AAOs was being determined and found out, vacancies anticipated and fixed, and also pronounced. Promotional procedure, including holding of tests and pronouncement of vacancies till the year 1980 was followed. These posts of Superintendents came to be called as fixed posts and must therefore be held to mean, and was also understood by the Corporation as meaning, sanctioned posts to which appointments could be made and promotions could be effected. There were therefore, separate sanctioned posts of Superintendents which were apparently growing right from the year 1960 till the year 1979-80.

48. The consequence of fixation of Superintendents posts and determining their strength as well as requirement from year to year produced a certain result intended or unintended by the Corporation. That result creates a certain situation by reason of Regulation 7 of Staff Regulations, 1960 and Regulation 5 of Promotion Regulations of 1976 and confers and creates rights apart from aspirations in the lower employees to look up to those prospective possible openings. I have already pointed out that both Regulation 7 of the Staff Regulation, 1960 and Promotion Regulation 5 of 1976 say that "promotions shall be made against vacancies in sanctioned posts." If therefore, sanctioned posts were determined in the year 1976 and were also determined in the year 1979-80, then against such sanctioned posts and vacancies persons eligible for being appointed as Superin-

tendents only could be appointed. The posts of Superintendents got fixed once they were sanctioned, though of course there was no obligation upon the Corporation to make appointments to these posts. At the same time, the Promotion Regulations as well as the Staff Regulations made it obligatory upon the Corporation to make promotions against vacancies only. In other words, where vacancies arise in the sanctioned posts of Superintendents, the Corporation should and could post only Superintendents. It is an entirely different matter as to posting and promoting persons but the vacancies in the sanctioned posts could not be taken away by an order of the Chairman. I am unable to find nor was I shown any power or authority existing in the Chairman, by which he could override the direction of the Staff Regulation, 1960 contained in Regulation 7 and Promotion Regulation 5 of 1976.

49. The only power which was sought to be relied upon and claimed is that contained in S. 23 of the Act, which lays down that "the Corporation may employ such number of persons as it thinks fit," to enable it to discharge its functions under the Act. As I pointed out, the Corporation is not obliged to post people in the sanctioned vacancies. As to how many number of persons of each category it will employ will depend upon exigencies of its business and its requirements. Keeping in view efficiency and the needs of its business and of services. But it is an entirely different matter when it comes to taking away vacancies or taking away sanctioned posts.

50. What the Corporation has started since 1980 when the Chairman took the decision of closing the cadre of Superintendents was shifting of the vacancies which were available and which were there in the cadre of Superintendents to the cadre of AAOs. That that is what is being done is clear from Nagruj Rao's evidence, when he clearly says that "The chairman has approved the conversion of the posts of Superintendent to that of AAO," and that "the chairman has approved the appointment of AAOs against the post and vacancies of Superintendents." What the Corporation therefore, has done, is against the sanctioned posts and vacancies of Superintendents, instead of promoting superintendents, it has appointed AAOs. Thus, it has shifted the vacancies and the fixed strength of Superintendents from the cadre of Superintendents to the cadre of AAOs.

51. The short question therefore, is whether either the Chairman or the Corporation could do so in the year 1980. The answer to that, I think must be in the negative. Such an action would run against, Regulation 5 of Promotion Regulations, 1976 and Regulation 7 of Staff Regulations, 1960. This will indicate also as to why the reference is in this case is particularly termed in this manner namely whether the action of the Corporation is justified without getting the LIC of India (Promotion) Regulations, 1976 duly amended." The Promotion Regulations of 1976 in Regulation 5 and Staff Regulations of 1960 in Regulation 7 were both terms and conditions of service of the employees. Neither the chairman, nor the Board of the Corporation, by resolution could alter the terms and conditions of such employees without recourse to the provisions of S. 49. These terms and conditions of service of the employees say that promotions shall be made against sanctioned vacancies which came to be sanctioned in accordance with the formula prescribed by the Board, and approved by the Chairman. Only after the Corporation makes the Regulations and notifies them in the Gazette of India, with the prior approval of the Central Government can it do so. Until then the sanctioned posts and vacancies could not be shifted from one cadre to the other and in sanctioned posts of a particular cadre, persons from another cadre could not be promoted or appointed.

52. Whatever power the Corporation had under S. 49 of the Act was also taken away by the amendment in the year 1981. That power from 1981 was taken over by the Central Government by inserting an amendment to S. 48 sub-section 2, by inserting clause (cc) thereunder. By reason of the amendment and introduction of sub-section 2(a) of section 48, the Promotion Regulation of 1976 as well as the Staff Regulations of 1960 acquired the deemed status of having been enacted or made and notified by the Central Government itself. Unless, therefore, regulations were made or the Central Government thought it fit after

D81 to alter and change the terms and conditions of service as contained in Staff Regulations, 1960 in Regulation 7 and Promotion Regulations of 1976 in Regulation 5, the Chairman did not have the powers, nor does the Board have them to alter the terms and conditions of service of the employees. They have, therefore, no powers to close the cadre of Superintendents. It is not therefore, without reason that the Central Government by notification issued in the Gazette of India, dated 11th April, 1985, amended and altered the terms and conditions of service by the rules promulgated therein on that date, called Life Insurance Corporation of India Class-III and Class-IV Employees (Revision of Service Conditions) Rules, 1985. By Regulation 5 thereof, it was provided that "There shall be no fresh appointments or promotions to the cadre of Section Heads and Superintendents on or after the 1st July, 1985." The cadre itself, with effect from 1st July, 1985 of Section Heads and Superintendents came to be abolished excepting for the existing by the altered terms and conditions of service promulgated by the Central Government on the 11th April, 1985. After 1st July, 1985 therefore, it is clear that the Promotion Regulation 5 of 1976 and Staff Regulation 7 of 1960, so far as appointment or promotions to the posts of Section Heads and Superintendents is concerned, even with regard to sanctioned posts or sanctioned vacancies could not be implemented, as the posts or cadres themselves were abolished. If clearly it was permissible and within the power of the Corporation or the Chairman, to close the cadre of Superintendents after 1980 and as he had purported to do in the year 1980, it is not possible to think that notwithstanding the exercise of such a power and position already achieved by the Life Insurance Corporation, the Central Government will proceed by a notification published in the Gazette dated 11th April, 1985 to abolish the cadre and direct that "there shall be no fresh appointments or promotions to the posts of Superintendents." Regulation 5 in that case would have made reference only to Section Heads and not to Superintendents in addition. The action, therefore, of the Corporation in 1980 in closing the cadre of Superintendents was not justified.

53. Realising this difficulty and situation, at the fag end of the hearing of this reference, two contentions were sought to be advanced. In the first place, it was contended that the terms of the reference do not reflect accurately, the action taken by the Corporation and that the Tribunal had power to decide as to what the action of the Corporation was, by considering the facts and material produced before it and the pleadings and would not be bound by what is stated in the terms of reference. It may be pointed out and I have adverted to this fact earlier that the terms of reference stated that the action of the Corporation was of closing the cadre of Superintendents and justness or otherwise of that action was required to be adjudicated.

54. Secondly, it was argued and urged, which is really an incidental contention or a converse of the first contention that what the Corporation was doing was not closing the cadre of Superintendents and denying the promotional avenues to Section Heads and Higher Grade Assistants, but that it was not making any promotions to the posts of Superintendents. It was contended that the action of the Corporation should be termed, understood and treated as not one of closing the cadre of the Superintendents, but that of stopping promotions or refusing to make any further promotions to the posts of Superintendents. It was contended that promotion is not a matter of right; that it was for the management to promote or not. It was also equally for the management to fill any vacant posts or not. It was, therefore, contended that the action of the Corporation was really one of not making promotions to the post of Superintendent. It has not abolished the cadre, nor had it abolished the posts. It was also urged that looked at from this point of view, the dispute was not an industrial dispute at all, as the right of the management to promote or not to promote, can not be taken away and as such is not a matter open for adjudication under the Industrial Disputes Act. The promotional avenue to Section Heads and Higher Grade Assistants were not closed or entirely taken away, but the promotions were not being made to a particular post. The promotional avenues and opportunities to the posts of AAO, to Section Heads and Higher Grade Assistants still continue to exist.

55. There is really no substance in this contention which was sought to be pressed and brought in at the fag end of this reference. It is material and significant to note that written statement of the Corporation does not say that the characterisation of the action of the LIC as stated in the terms of reference as closing the cadre of Superintendents and denying promotional avenues was an incorrect description. On facts also, I do not think that this contention could be substantiated, as I shall presently point out. The Corporation also did not challenge the terms of reference or the action of making the reference. If in its opinion and according to it, there was no industrial dispute involved. That would have gone to the root of the matter and the jurisdiction of the Tribunal ought to have been and could have been challenged, as also the action of the Government in making the reference, if the action of the Corporation did not give rise to any industrial dispute, but was an act within the managerial discretion and power vested in the Corporation.

56. Mr. Kaka, the learned counsel for the Corporation pointed out the use of the words 'alleged' closure in the opening sentences of the written statement dated 1st August, 1984 and also in para 8 thereof. A reference was also made to paragraphs 6 and 7 of the written statement wherein it was contended that there is no obligation to promote under the Promotion Regulations and also otherwise. The written statement of the Corporation however, has to be seen in it entirely. Apart from the absence of any action on its part in challenging the act of making the reference or the jurisdiction of the Tribunal in that no industrial dispute was involved, in para 11 of the written statement, the substance of the action of the Corporation and what the Corporation actually did has been clearly set out. It is no doubt garbed so as to appear benevolent to the employees, but what in effect has been done by the Corporation, has been clearly set out in that paragraph, saying that the vacancies of the Assistant Administrative Officers have been increased, while vacancies or existing posts of Superintendents are not filled. It said in para 11 that "The non-filling up of the vacancies in the cadre of Superintendents, therefore, does not amount to a reduction in the chances of promotion of eligible Class-III employees." and again in para 13, it said "the non-filling up of the vacancies in the post of Superintendents and the consequential increase in the number of vacancies in the cadre of Assistant Administrative Officers is beneficial to not only the employees of the Corporation but also is in the interests of the insuring public of the country." In other words, therefore, even the written statement of the Corporation admits of its transferring the vacancies in the cadre of Superintendents to that of the Asstt. Administrative Officers, which action or act on the part of the Corporation is not sought to be justified in the written statement by reference to any such power either in the Act or Regulations, nor during the course of the arguments. Besides, written statement does not say in terms anywhere that the dispute is not an industrial dispute, as no dispute can be raised by the workmen for an alleged right of promotion.

57. On the facts themselves on as to what was the action of the Corporation in this behalf, I do not think that the Corporation can justifiably now turn round and say that what it has done or is doing is not closing of the cadre, but merely refusing to make promotions. It clearly said so in its note which it filed on the 14th of September, 1985 (Ex. E-9) para-5. I have already referred to that earlier and unmistakably, a statement therein has been made that "The cadre of Superintendents was closed by the order of the Chairman of the Corporation in December, 1980". Similarly, the notes and decisions which were produced by the Corporation which preceded the 11th March, 1981 resolution of the Board and the order of the Chairman dated the 25th December, 1980 directing as was proposed the closing of the Superintendents' cadre is clearly established by the Corporation's own documents.

58. It is also not a case of one or two or even a dozen promotions not being made. It is a case of wholesale denial of a particular promotional post, even though available and required to be filled in a particular manner not being made at all. It is not that there was no work. It was a case of transfer of vacancies and sanctioned posts from one cadre to the other and thus a deprivation and denial amounting to closure.

59. It is, therefore, idle and too late in the day to change the label of the action to something different and attempt to give it a different colouring. Words closing the cadre appearing in the terms of reference have not occurred by chance or a maristic description of the action of the Corporation by the Government of India, but something which has appeared in the Corporation's own action and terminology, which the Corporation itself employed and defined in that behalf. If the Corporation, therefore, at one time chose to call its action as "closure of Superintendent's cadre," it would be wrong to allow it now to say that it is not closure of the cadre of Superintendents.

60. Mr. Kaka, the learned counsel for the Corporation, however, contended that labels do not really matter. Any statement or description of any action by any officers or even by the Corporation would not determine in law what that action is, if on an appropriate analysis and considering the legal provisions applicable in law and in effect, it is found to be different. He contended that the jurisdiction and the hands of the Tribunal are not curtailed and in such an eventuality, the Tribunal can go into the question not withstanding the description and label given to the action of the management in the terms of the reference and filed out as to what in law the action amounts to and is. He relied upon, in this connection on the decision of the Supreme Court in *Express Newspapers Ltd. V/s. their workers and staff and others* (1962-II-LLJ p. 227). There the terms of the reference were "Whether the strike of the workers and working journalists from 27th April 1959, and the consequent lock out by the management of the Express Newspapers (Private) Ltd. are justified and to what relief the workman and the working journalists are entitled. The management right from the commencement contended that there was no lock out but that there was a closure. Consequently, it contended that there was no industrial dispute as such which could be referred. The question as to what happened consequent to the strike whether a lock-out or a closure was a subject of dispute. The Supreme Court held that this description in the terms of reference did not really control the matter and was not the end. It said "Even so, when the question of this kind is raised before the Courts, the Courts must attempt to construe the reference not too technically or in a pedantic manner, but fairly and reasonably. Thus construed, even the inelegant phraseology in framing the issue cannot conceal the fact that in dealing with the issue, the main point which the tribunal will have to consider is whether the strike of the respondents on 27th April, 1959 was justified and whether the action of the appellant which followed the said strike is either a lockout or amounts to a closure."

61. I am unable to think that the proposition laid down in that case and extracted above is applicable to the facts of the present case. If the proposition can be stated differently it was held and laid down by the Supreme Court that though by virtue of S. 10(4) of the Industrial Disputes Act, the Tribunal can not travel beyond the terms of the reference, the Tribunal is not strictly bound by the words used in the reference delineating the dispute between the parties. The Tribunal must itself find out as to what the dispute between the parties is and determine what it amounts to in law. In doing this, the Tribunal is not bound by the phraseology or expression used in the terms of the reference. It is difficult to think that a situation of that kind has arisen in the present case. Not until the last, either the Corporation or the employees chose to call the action of the Corporation as not one of closing the cadre of Superintendents. The Corporation had some inkling apparently later during the course of the hearing and sought to place its action on a lower plane and given it a different complexion by describing it as a policy of non-promotion. In this, the Corporation, if I may say so, is guilty of not placing all the facts and expressing them in its contentions. It is not a mere case of a non-promotion. It is a case of taking away promotions and vacancies and transferring the vacancies and opening up more posts for promotion in the cadre of Assistant Administrative Officers. It is not a simple act of refusal to promote or stopping promotions but is an act of transferring the vacancies and to that extent abolishing the posts of Superintendents and transferring them to the cadre of AAOs. I have already pointed out that there is no provision either in the Act or in the Regulations and none has been pointed out to me or relied upon as authorising such an abolition of posts and shifting of vacancies from one cadre to other. Even otherwise, the action of not promoting to the posts of Superintendents, despite vacancies is synonymous to the closing of the cadre of Superintendents.

62. It is true that a mere case of non-promotion to a particular vacancy or even for that matter allowing a number of vacancies to remain unfilled would not be tantamount to the closing of a cadre. The question as to whether the action is tantamount to the closing of a particular cadre or even a mere case of not promoting persons who are eligible to be promoted has to be determined on a consideration of all the relevant facts and circumstances appearing in the case. Here, as I have already pointed out, large number of posts were already occupied and filled by Superintendents. In the application filed on the 14th of September, 1985, the number of Superintendents as on 31st March, 1980 is shown as 713, and as on 31st March, 1981, the figure was 645. That table will go to show that the number of posts of Superintendents are going down progressively, while that of AAOs is going up. The only reason given for non-promotion by the Corporation is that in accordance with its policy of decentralisation, it requires its branches to be manned by officers, having higher responsibilities, so that greater and greater responsibilities could be transferred and more work can be handled and disposed of at the branch level, than having to be referred to the divisional offices or regional offices, or for that matter, higher officers. In the case of superintendents, this could not be probably done. It may be mentioned in this connection, that the powers to be given either to Superintendents or Assistant Administrative Officers is an internal matter within Corporation's authority and power. What remains therefore, as is stated to by Mr. Nagraj Rao, Assistant Secretary in his affidavit is that there is a surplus of Superintendents. The Corporation, has however, not produced any evidence and there is nothing to show from 1980 onwards as to how many number of Superintendents with the policy of decentralisation would become surplus and what was the surplus. It initially took a decision of not making any promotions to the cadre of Superintendents and treating the cadre as closed and then decided not to hold the promotion tests and to effect promotions. I have already pointed out that in the year 1976, an exercise in respect of each zone showing the number of posts of Superintendents and AAOs in position and the number of Superintendents and AAOs required was made. If such an exercise was attempted in the year 1980 and with what result is not known. Such material is not placed before us. On the other hand, the material which is placed at Ex. E-22 and the note prepared on the 24th November, 1980 as I have earlier pointed out, says a test for promotions to the posts of Superintendents will have to be held until a final decision on the question "of treating the Superintendent's cadre as a closed cadre" is taken. It is therefore, not a case of surplus number of Superintendents being found on the hands of the Corporation, upon application of the policy of decentralisation to its branches and taking into account existing and projected business of the Corporation, but a decision to close the cadre and not make any further appointments and promotions to the posts of Superintendents was about to be decided upon. This, the Corporation could do prior to 1981 pursuant to the provisions of S. 49 only. I have already made a reference to that section. Subsequent to 1981, after the Amendment Act of 1981, this could be done by the Central Government alone. It could, therefore, not be done by the Corporation by any executive fiat or decision of the chairman. The decision of the Chairman as the record shows is not a decision not to promote as there are surplus Superintendents. But the decision not to promote is in view of the policy decision of closing the cadre of Superintendents and treating it as a closed cadre and hence no promotions.

63. Where a large number of posts fall vacant and the need for the posts of Superintendents or the need for the promoted posts does not disappear altogether, if a decision is taken not to promote persons even though there is requirement and not on the basis of actual finding of surplus of persons, would amount to deliberately withholding promotions. Where that happens in a few number of cases or posts, it may not be possible to describe the action or characterise it as closing a cadre and may amount just to a case of non-promotion. This will not be, however, possible where the number is large. It may appear strange that a mere increase in the number should change the character of the action. But that is not unusual. While a single person does not make a crowd, if 10—15 people collect together, they would become a crowd. The plurality of an action may in a given situation and circumstances amount to refusing a particular thing and not a simple case of non-action. That would be the difference in my opinion in the present case from a simple case of non-promotion falling within the managerial discretion and a case of refusing to promote and thereby closing a

particular avenue of promotion and closing the cadre. It would not, therefore, apart from the contention being belated and not entirely proper or ethical, be a case of not promoting people, but a case of closing an avenue for promotion. Where an avenue for promotion is available to the workmen, it is settled law, it is a term and condition of service. A mere opportunity or chance to be promoted and its denial or alteration of eligibility rules is not a term and condition of service.

64. Where the opportunity of promotion is altogether denied when it exists in accordance with the terms and conditions of service, it affects altogether the terms and conditions of service. Where that is done not in accordance with the regulations and procedure and method permitted the action can not be described as justified.

65. In the circumstances, looking at the matter from any point of view, it has to be held that the action of the Corporation is one of closing the cadre of Superintendent and that it was not justified without amending the promotion regulations of 1976.

66. The next question and which is the most important and of material importance to the workmen, as it affects their pay pockets and their future chances of enrichment in life is really a difficult question, on which very little assistance was available. The reference order says that if the action is not justified "what relief, are the concerned workmen entitled?" It need not say who are the concerned workmen. The promotional procedure as laid down by the Promotion Regulations of 1976 prescribes holding of a departmental test, passing in a departmental test and later selection on the basis of the criteria laid down in Regulations 7 and 8. A workman who has become eligible to promotion would become entitled to be promoted, after the process for selection has been gone through and after his having passed the departmental test. The Corporation has in its statement filed at Ex-E-3 page-2, has given the number of Superintendents who have been "declared successful in the departmental test for promotion to the cadre of supdt, but have not been promoted to the cadre of Superintendents." Their number is 267. Unfortunately, the year in which they were so declared successful in the departmental test is not mentioned, but presumably that must have been in the promotional exercise prior to the year 1980 and in all probability in the year 1977. That however, is a part of the process. It would not be possible to say that these 267 persons are the concerned workman. At the most it can be said that they are prospective candidates for promotion to the posts of Superintendent. There has to be a further process of selection, interview of successful candidates and final ranking list of such persons as Regulation 8 says. Once the name of a person appears in the ranking list, then it can be said that he is entitled to a vacancy which may arise next, after this such inclusion in the list. He would then become a concerned workmen as his natural promotion to the post of Superintendent has been denied to him on account of an improper unjustified order of closing the cadre of promotions.

67. Though it is thus not possible to specify who are actually concerned workmen, which workmen who would be affected and who have been affected on account of this order of the Chairman of closing the cadre can be known and directions with regard to relief of such persons can be given.

68. Following the procedure, which the Corporation has been adopting, the Corporation should determine and make a projection of its requirements of Superintendents consistent with the Regulations 5, 6 and 7 of 1980 for the years 1980 to 1984, determine the list of persons who would be eligible in accordance with the schedule to the Promotion Regulations to take a departmental test for the posts of Superintendents, hold their examinations for such candidates from year to year and prepare a ranking list in accordance with the Corporation's instructions in this behalf and the Staff Regulations of 1960 and Promotion Regulations of 1976. In this, the number of 267 persons who have already passed the departmental test, as mentioned in Exhibit E-2 (page 2) shall have priority. After that is done and after the number of vacancies and posts from year to year are ascertained, the Corporation shall make a list of such persons, put them in the ranking list as contemplated in Regulation 8, sub-regulation 2 of the 1976 Regulations and consider these persons

as promoted to the posts of Superintendent against the vacancies which it projects or are likely to occur consistent with its general policy of greater decentralisation. It shall then publish the lists of such persons and the year in which had the examination and promotion process had been gone through, they would have been appointed from year to year and treat them as if they were promoted to the posts of Superintendents from that time, namely the prospective date of vacancy. They shall be paid from that date in the scale of Superintendents, together with arrears. No such promotions however, can be made and this will have to end with effect from 1st of July, 1985. In other words, where a vacancy according to the projections shall arise or is likely to

occur after 1st July, 1985 no such vacancy would be found to exist and only such vacancies as may or likely to occur prior to 1st July, 1985 will alone be considered for the purposes of giving relief in determining the concerned workmen. The Corporation shall undertake and carry out this exercise within a period of four months from the publication of this award.

69. Award accordingly.

R. D. TULPUL, Presiding Officer.

[No. L-17011/1/83-D. IV(A)]

K. J. DYVA PRASAD, Desk Officer.